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FORMS AND PRECEDENTS

OTHER THAN CONVEYANCING, COMPANY, LOCAL GOVERNMENT AND PRACTICE FORMS.

EDITED BY

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ASSISTED BY

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IN TWO VOLS.

VOL. II.

LONDON:

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MORTGAGES (*a*).

1. MORTGAGE *of a* POLICY *of* ASSURANCE *effected on the* LIFE *of the* MORTGAGOR (*b*). PROVISO, *that* PRINCIPAL *shall not be called in for a specified time.*

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN [*mortgagor*], of, &c., of the one part; and [*mortgagee*], of, &c., of the other part, WITNESSETH that in consideration of the sum of £——, now paid to the said [*mortgagor*] by the said [*mortgagee*] of which sum the said [*mortgagor*] hereby acknowledges the receipt, the said [*mortagor*] hereby covenants with the said [*mortgagee*] to pay to him, his executors, administrators, or assigns, on the —— day of ——, 19—, the sum of £—, with interest thereon in the meantime at the rate of —— per centum per annum, and also (*c*) so

Parties.

Testatum.

Covenant for payment of principal and interest.

(*a*) For mortgages of patents, see "Patents."

(*b*) Policies of life assurance seldom form the sole security for an advance, but are usually supplemented either by a mortgage of other property, or by the concurrence of sureties in the transaction for the purpose of guaranteeing the payment of the interest and premiums, and, sometimes, also of the principal. This concurrence may be effected either by an independent deed or by making the surety a party to the mortgage of the policy.

Mortgages of life policies.

(*c*) A separate covenant for payment of interest enables the mortgagee to recover the interest without calling in the principal. Where a mortgage deed contained a covenant for payment of the principal sum on a specified day, with interest in the meantime at the rate of 10 per cent., but there was no covenant for payment of interest after that day if the principal should be then unpaid, it was held that interest after the day fixed for payment was recoverable only as damages at the rate of 5 per cent. *Re Roberts*, 14 Ch. D. 48.

long after that day as any principal money shall remain due under this mortgage, to pay to the said [*mortgagee*] his executors, administrators, or assigns, interest thereon at the same rate, by equal half-yearly payments, on the —— day of —— and the —— day of —— in every year. AND THIS INDENTURE ALSO WITNESSETH, that for the consideration aforesaid, the said [*mortgagor*] assigns, and, as beneficial owner, conveys unto the said [*mortgagee*], ALL THAT policy of assurance on the life of the said [*mortgagor*], to which he, the said [*mortgagor*], is entitled in the —— Life Assurance Society, for the sum of £——, dated this —— day of ——, 19—, and numbered —— at an annual premium of £——; AND ALSO the said sum of £—— thereby assured, and all monies to be recovered or received under or by virtue of the said policy by way of bonus or otherwise: To HOLD all the premises UNTO the said [*mortgagee*], subject to redemption by the said [*mortgagor*], his executors, administrators, or assigns, on repayment of the said principal sum of £—— and interest for the same after the rate aforesaid in pursuance of the covenant in that behalf hereinbefore contained, and of all other monies (if any) owing on the security of these presents: PROVIDED ALWAYS, that if the said [*mortgagor*] shall pay the interest on the said sum of £—— half-yearly, or within thirty days after the same shall become due, and shall commit no breach of any of the covenants hereinafter contained, the said [*mortgagee*], his executors, administrators, or assigns, shall not require payment of the said sum of £—— before the —— day of ——, 19—, unless the said [*mortgagor*] shall previously depart this life, in which case all principal and other monies hereby secured shall immediately become payable: AND THE SAID [*mortgagor*] hereby covenants with the said [*mortgagee*] that the said policy is now valid and subsisting for the said sum of £——, and that all premiums thereon have been duly paid down to the date of these presents, and that he, the said [*mortgagor*], his heirs, executors, or administrators, will not do, or omit to do, any act whereby the said policy or any other policy to be effected as hereinafter mentioned may become void or voidable, but will regularly pay the premiums payable for keeping on foot the said policy hereby assigned, and from time to time deliver the receipt for the premium for the current year to the said [*mortgagee*], his execu-

Second *Testatum.*

Assignment of policy.

Habendum, subject to redemption.

Proviso that money shall not be called in for a specified time (*d*).

Covenants by mortgagor to keep up policy, &c.

(*d*) This proviso may, of course, be omitted, if desired.

tors, administrators or assigns, within —— days after the same shall have become payable; AND THAT if the said policy hereby assigned shall become voidable, the said [*mortgagor*] will immediately, at his own cost, do all things necessary for restoring and keeping on foot the same, and if the said policy shall become void, will immediately, at his own cost, effect a new policy or policies on his life in the name or names of the said [*mortgagee*], his executors, administrators, or assigns, in an office to be approved of by him or them, for the sum of £—— at the least; AND in case he shall at any time refuse, neglect, or omit to pay, produce, restore, or effect any such premium, receipt, or policy within the times or manner respectively aforesaid, it shall be lawful for but not obligatory upon the said [*mortgagee*], his executors, administrators, or assigns, to pay the premium, or restore or effect the policy to which any such default, refusal, neglect, or omission shall relate; AND the said [*mortgagor*], his executors, administrators, or assigns, will on demand repay to the said [*mortgagee*], his executors, administrators, or assigns, all monies which he or they shall disburse for any of the purposes aforesaid, with interest thereon at the rate aforesaid, until payment thereof; AND will do and concur in all acts to enable him and them to effect any such new or other policy as aforesaid; AND every new policy to be effected as hereinbefore provided, and the monies to become payable thereunder, shall be a security for all the monies intended to be hereby secured, and subject to the covenants and provisions herein contained in like manner as the said policy and premises hereby assigned. IN WITNESS, &c.

Power for mortgagee to effect new policy on mortgagor's default.

Costs of new policy to be added to debt.

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2. DEED OF COVENANT *by two* SURETIES *that a* MORTGAGOR *shall regularly pay the* INTEREST *payable under a* MORTGAGE *of a* POLICY *on his* LIFE, *and the* PREMIUMS *in respect of the* POLICY, *for a given time.*

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN [*mortgagor*], of, &c., of the first part; [*surety*], of, &c., and [*surety*], of, &c., of the second part; and [*mortgagee*] of the third part; WHEREAS by an indenture of mortgage bearing even date herewith but executed before these presents, and made between the said

Parties.

Recitals; of mortgage;

[*mortgagor*] of the one part, and the said [*mortgagee*] of the other part, in consideration of the sum of £—— paid to the said [*mortgagor*] by the said [*mortgagee*], the said [*mortgagor*] has covenanted with the said [*mortgagee*] for the repayment to him the said [*mortgagee*], or his executors, administrators, or assigns, on the —— day of —— next, of the principal sum of £——, with interest for the same in the meantime after the rate of —— per cent. per annum; And if the said principal sum shall not be so paid on the said —— day of —— next, for payment of interest for the same after the rate aforesaid by equal half-yearly payments on the —— day of ——, and the —— day of —— in every year, And by the indenture now in recital, a policy of assurance for the sum of £—— effected by the said [*mortgagor*] on the —— day of ——, 19—, on his own life with the —— Life Assurance Company, has been assigned by the said [*mortgagor*] unto the said [*mortgagee*] for securing the payment of the said principal sum and interest: And it is thereby provided that if the said [*mortgagor*] should pay the interest [*recite fully proviso that money shall not be called in, see ante*, p. 860]: And the said [*mortgagor*] has covenanted with the said [*mortgagee*] for payment of the premium and other monies, which from time to time shall become payable, for keeping on foot the said policy of assurance, —— days at least before the last day allowed for the payment thereof respectively; AND WHEREAS upon the treaty for the said mortgage, it was agreed that the payment of the interest of the said principal sum up to and including the said —— day of —— (*e*), if the said principal sum or any part thereof should so long remain unpaid, and also the payment of the premium and other monies which during the —— first years of the continuance of the said policy of assurance (if the said principal sum or any part thereof should so long remain unpaid) should become payable for keeping the said policy of assurance on foot, should be further secured by the joint and several covenants of the said [*sureties*] as sureties for the said [*mortgagor*]: NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the premises, the said [*sureties*], at the request and with the privity of the said [*mortgagor*] testified by his execution of these presents, do and each of them doth hereby covenant with

of agreement that interest and premiums should be guaranteed by sureties.

Testatum. Joint and several covenants of sureties,

(*e*) *I.e.*, the date specified in the proviso not to call in the money.

the said [*mortgagee*] that the said [*mortgagor*], his heirs, executors, or administrators, shall on every —— day of ——, and —— day of ——, up to and including the said day of —— (if the said principal sum of £—— or any part thereof shall so long remain unpaid), pay to the said [*mortgagee*], his executors, administrators, or assigns, the interest to become due on those days respectively for the said principal sum of £——, or for so much thereof as shall for the time being remain unpaid; And also shall pay —— days at least before the last day allowed for payment of the same respectively, the premium and other monies which during the first —— years of the continuance of the said policy of assurance (if the said principal sum of £——, or any part thereof, shall so long remain unpaid), shall from time to time become payable for keeping the said policy respectively on foot: Provided always, and it is hereby agreed, that the giving of time to the said [*mortgagor*], his heirs, executors, or administrators, for the payment of any principal money or interest hereby secured, or any other indulgence or arrangement which may be shown or entered into with him or them, shall not in anywise release or discharge the said [*sureties*], or either of them, or their or either of their heirs, executors, or administrators, from their or his respective liability under the covenants hereinbefore contained. In witness, &c.

that mortgagor will pay interest;

and premiums.

Indulgence to mortgagor not to release sureties.

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3. MORTGAGE *of a* Policy *of* Assurance *effected in the* Name *of the* Mortgagee; *Two* Sureties *covenant for* Payment *of* Principal *and* Interest, *and of* Premiums *on the* Policy.

THIS INDENTURE, made the —— day of ——, 19—, Between [*mortgagor*], of, &c., of the first part; [*surety*], of, &c., and [*surety*], of, &c., of the second part; and [*mortgagee*], of, &c., of the third part; Whereas the said [*mortgagee*] has agreed to lend to the said [*mortgagor*] the sum of £—— on having the repayment thereof with interest at the rate hereinafter mentioned, secured in manner hereinafter appearing, and for the purpose of securing such repayment has effected an assurance in his own name on the life of the said [*mortgagor*], in the —— Life Assurance Office for the sum of £——, by a policy dated the —— day of ——, 19—,

Parties.

Recitals;

of agreement for loan;

of policy of assurance in name of mortgagee;

of agreement by sureties to join.

numbered —— and under the annual premium of £——; And whereas the said [*sureties*] have agreed to join in these presents as sureties for the said [*mortgagor*] in manner hereinafter appearing: NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreements, and in consideration of the sum of £——, this day paid to the said [*mortgagor*] by the said [*mortgagee*] with the privity of the said [*sureties*], the receipt and payment whereof the said [*mortgagor*] and the said [*sureties*] hereby respectively acknowledge, the said [*mortgagor*] and [*sureties*] do, and as separate covenants each of them doth, hereby covenant with the said [*mortgagee*], that they the said [*mortgagor*] and [*sureties*], or their respective heirs, executors, or administrators, or some or one of them, will on the —— day of ——, 19—, pay to the said [*mortgagee*], his executors, administrators, or assigns, the sum of £——, with interest in the meantime at the rate of —— per cent. per annum; And will also, as long after that day as any principal money shall remain due under this mortgage, pay to him or them interest thereon at the rate aforesaid by equal half-yearly payments on the —— day of ——, and the —— day of —— in every year: And it is hereby declared that so long as any principal, interest, or other monies shall remain due on the security of these presents, the said policy hereinbefore recited to have been effected, and all monies recoverable or receivable under or by virtue of the same policy, shall stand charged with, and shall be redeemable only upon payment of the monies for the time being so due and owing, and shall thereupon, at the request of the said [*mortgagor*], his executors, administrators, or assigns, be assigned to him or them, or as he or they shall direct; And the said [*mortgagor*] and [*sureties*] do, and as separate covenants each of them doth, hereby covenant with the said [*mortgagee*] as follows, that is to say, that the said policy is now valid and subsisting for the sum of £——, and not void nor voidable, and is free from incumbrances, and that the said [*mortgagor*] will not do, or omit to do, nor suffer any act or thing whereby the said policy or any other policy to be effected as hereinafter mentioned may become void or voidable, but that the said [*mortgagor*] and [*sureties*], or their respective heirs, executors, or administrators, or some or one of them, will duly and regularly pay all premiums and sums of money payable for keeping on foot the said policy, and from time to time deliver or produce the receipt for every

Testatum.

Joint and several covenants by mortgagor and sureties for payment of principal and interest.

Declaration of charge.

Joint and several covenants by mortgagor and sureties that policy is valid;

to keep policy on foot;

such premium or sum to the said [*mortgagee*], his executors, administrators, or assigns, within —— days after every such premium or sum shall have become payable: And that if the said policy hereinbefore recited to have been effected shall become voidable, the said [*mortgagor*] and [*sureties*], and the respective heirs, executors, or administrators of the said [*sureties*], or some or one of them, will immediately at their or his own cost do, or cause to be done, all things necessary for restoring and keeping on foot the same, and if the said policy shall become void, will immediately at the like cost effect a new policy or policies on the life of the said [*mortgagor*] in the name or names of the said [*mortgagee*], his executors, administrators, or assigns, in an office to be approved of by him or them, for the sum of £—— at the least: And in case there shall at any time be any default, refusal, neglect, or omission to pay, produce, restore, or effect any premium, receipt, or policy within the times, and in manner respectively aforesaid, it shall be lawful for but not obligatory on the said [*mortgagee*], his executors, administrators, or assigns, to pay the premium or restore or effect the policy to which any such default, refusal, neglect or omission shall relate; And the said [*mortgagor*] and [*sureties*], their respective heirs, executors, or administrators, or some or one of them, will on demand pay to the said [*mortgagee*], his executors, administrators, or assigns, all monies which he or they shall disburse with interest thereon at the rate aforesaid until payment thereof, and will do and concur in all acts to enable him and them to revive or effect any such new policy as aforesaid, and every new policy to be effected as hereinbefore provided, and the monies to become payable thereunder shall be a security for all the monies intended to be hereby secured, and subject to the covenants and provisions herein contained in like manner as the said policy hereinbefore recited to have been effected, and the monies to become payable under the same: Provided also, that although as between the said [*mortgagor*] and the said [*sureties*], the said [*sureties*] are only sureties for the said [*mortgagor*], nevertheless as between the said [*sureties*] respectively and the said [*mortgagee*], the said [*sureties*] shall be taken to be principal debtors for all monies intended to be hereby secured, so that they shall not, nor shall either of them, nor the heirs, executors, or administrators of them, or either of them, be released from their or his liability, under these presents, by reason of time being given

to restore policy or effect a new policy in lieu thereof if voidable or void.

Power for mortgagee to effect new policy on default of mortgagor.

Proviso that sureties shall be liable to mortgagee as principals.

to the said [*mortgagor*], his heirs, executors, or administrators, or by the release of any collateral securities for the monies intended to be hereby secured, or by any other forbearance, act, or omission of the said [*mortgagee*], or such other person or persons as aforesaid, or by any other matter or thing whereby the said [*sureties*], or either of them, or the heirs, executors, or administrators of them, or either of them, would be so released, but for this provision. IN WITNESS, &c.

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4. MORTGAGE *of a* POLICY *of* ASSURANCE *on the* LIFE *of the* MORTGAGOR, *issued under* SPECIAL CONDITIONS, *a certain number of Premiums having been paid in advance.* INTEREST *in advance for a certain number of years is* DEDUCTED *from the* PRINCIPAL; COVENANT *for payment of* INTEREST *in advance thereafter*; PROVISO *that the* PRINCIPAL *shall* NOT *be* CALLED *in for a certain time if the Mortgagor shall so long live*; *and other* SPECIAL PROVISIONS.

Parties.

Recitals; of policy of assurance effected under special conditions, a certain number of premiums having been paid in advance;

of agreement for loan;

that mortgagor should,

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN [*mortgagor*], of, &c., of the one part; and [*mortgagee*], of, &c., of the other part; WHEREAS by a policy of assurance, effected by the said [*mortgagor*] with the —— Assurance Society, dated the —— day of ——, 19—, and numbered ——, in consideration of £—— paid by the said [*mortgagor*] to the said society, the sum of £—— is assured to be paid to his executors, administrators, or assigns, within one calendar month after satisfactory proof of his death shall have been received at the office of the said society, without any further payment, if such death shall happen on or before the —— day of ——, 19—, but thenceforth, at and under the annual premium of £——, and subject to certain conditions and regulations endorsed upon the said policy, as far as the same were or should be applicable, in the same manner as if the same respectively were repeated and incorporated therein; AND WHEREAS the said [*mortgagee*] has agreed to lend to the said [*mortgagor*] the sum of £——, upon having the repayment thereof with interest at the rate hereinafter mentioned, secured in manner hereinafter appearing; AND WHEREAS, upon the treaty for the said loan it was

agreed that the said [*mortgagor*] should, out of the said principal sum of £——, pay to the said [*mortgagee*] the sum of £——, being the amount of —— years' interest at the rate hereinafter mentioned on the same sum, and that in consideration thereof, the repayment of the said principal sum of £—— should be deferred for the term of —— years, that is to say, until the —— day of ——, unless the said [*mortgagor*] should die in the meantime, and that such provision should be made as is hereinafter contained in the event of the said [*mortgagor*] dying before the —— day of —— aforesaid for a deduction or allowance of a proportionate part of the said sum of £—— for the portion of the term which shall then remain unexpired. NOW THIS INDENTURE WITNESSETH that, in pursuance of the said agreement, and in consideration of the sum of £—— this day paid to the said [*mortgagor*] by the said [*mortgagee*], the receipt whereof the said [*mortgagor*] hereby acknowledges, but out of which sum of £—— the said [*mortgagor*] has paid to the said [*mortgagee*] the sum of £——, in pursuance of the hereinbefore recited agreement in that behalf, the receipt of which sum of £—— the said [*mortgagee*] hereby acknowledges, the said [*mortgagor*] hereby covenants with the said [*mortgagee*] that he the said [*mortgagor*], his heirs, executors, or administrators, will, on the —— day of —— next, pay to the said [*mortgagee*], his executors, administrators, or assigns, the sum of £——, the interest whereon, to accrue due in the meantime, and also thereafter, until the —— day of ——, 19—, aforesaid, has been already paid by the said [*mortgagor*] as aforesaid; AND will also, if and so long as after the —— day of ——, 19—, aforesaid, any principal money shall remain due under this mortgage, pay to the said [*mortgagee*], his executors, administrators, or assigns, interest thereon at the rate of —— per cent. per annum, without any deduction, by equal half-yearly payments in advance on the —— day of —— and the —— day of —— in every year. AND THIS INDENTURE ALSO WITNESSETH that, in further pursuance of the said agreement and in consideration of the premises the said [*mortgagor*] hereby assigns, and, as beneficial owner, conveys unto the said [*mortgagee*] ALL THAT the said policy of assurance hereinbefore described, Together with the said sum of £—— thereby assured, and all other monies assured or to become payable by virtue thereof, and the full benefit thereof; TO HOLD the said policy and premises hereby assigned unto the said [*mortgagee*], SUBJECT to the proviso for redemption hereinafter contained: PRO-

out of the principal, pay a certain number of years' interest in advance.

Testatum.

Covenant for payment of principal and interest.

Second *Testatum.*

Assignment of policy.

Proviso for redemption.

VIDED ALWAYS, that if the said [*mortgagor*], his heirs, executors, administrators, or assigns, shall pay to the said [*mortgagee*], his executors, administrators, or assigns, the said principal sum of £—— (subject to such deduction or allowance as is hereinafter provided) on the —— day of —— next, then the said [*mortgagee*], his executors, administrators, or assigns, will, at any time thereafter, at the request and at the cost of the said [*mortgagor*], his heirs, executors, administrators, or assigns, re-assign the said policy to the said [*mortgagor*], his executors, administrators, or assigns, or as he or they shall direct [*Covenant by mortgagor to keep up policies and power for mortgagee to effect insurances on default, &c., ante,* pp. 860, 861]: PROVIDED ALWAYS

Proviso that the principal shall not be called in for a certain time.

that if and so long as all the covenants and stipulations (other than the covenant hereinbefore contained for payment of the said principal sum of £—— hereby secured) herein contained or implied by statute or otherwise, and on the part of the said [*mortgagor*] to be observed or performed, shall be observed and performed by him, and if the said [*mortgagor*] shall not, in the meantime, become bankrupt or enter into any statutory or other composition or scheme for the arrangement or liquidation of his affairs for the benefit of his creditors, the said principal sum of £—— shall not, nor shall any part thereof, be called in nor shall payment thereof, nor of any part thereof, be enforced until the —— day of ——, 19—,

Provisoes that if mortgagor shall die or repay the advance before the fixed day of repayment, the surplus interest shall be deducted from the principal;

if the said [*mortgagor*] shall so long live: PROVIDED ALWAYS, that if the said [*mortgagor*] shall die before the —— day of ——, 19—, then and in such case the said principal sum of £—— shall become payable to the said [*mortgagee*], his executors, administrators, or assigns, immediately after the death of the said [*mortgagor*], deducting therefrom a proportionate part of the said sum of £—— [*sum retained for interest*] for the period which shall then remain unexpired of the said term of —— years from the date of these presents, and that if the said principal sum of £——, after such deduction therefrom as aforesaid, shall not be so paid, then interest shall thenceforth be payable on the said principal sum of £——, after such deduction therefrom as aforesaid, at the rate of —— per cent. per annum, until payment thereof, anything hereinbefore contained to the contrary notwithstanding: PROVIDED ALWAYS that if the said [*mortgagor*] shall, before the —— day of ——, pay the said principal sum of £—— (which, upon giving —— calendar months' notice in writing, he shall be at liberty to do), then he the said [*mortgagor*] shall be entitled to deduct therefrom a pro-

portionate part of the said sum of £—— for the period which shall then remain unexpired of the said term of —— years from the date of these presents: And it is hereby further agreed that if default shall be made in payment of the said principal sum of £——, or any part thereof, contrary to the covenant for payment thereof hereinbefore contained, then the said policy of assurance and premises hereby assigned, and also such policy or policies as shall be effected in pursuance of the covenant in that behalf hereinbefore contained, shall stand charged with the payment of all such costs, charges, and expenses (if any) as shall be incurred by the said [*mortgagee*], his executors, administrators, or assigns, in or about the exercise or attempted exercise, or in any wise relating to any statutory power of sale, or other power herein contained, or conferred or implied by statute, by virtue of or incident to these presents, or in or about any action or other proceeding or proceedings for the recovery of the principal monies and interest hereby secured, or foreclosing the equity of redemption of the mortgaged premises, or for obtaining payment of any monies hereby assigned or otherwise, in relation to these presents, such costs to be reckoned and allowed as between solicitor and client: Provided always that it shall be lawful for the said [*mortgagee*], his executors, administrators, or assigns, to exercise the power of sale conferred on mortgagees by statute so soon after any principal monies hereby secured shall become payable and liable to be called in, as notice, pursuant to the 20th section of the Conveyancing and Law of Property Act, 1881, requiring payment of such monies, shall have been served on the said [*mortgagor*], his heirs, executors, or administrators, or some or one of them, and default shall have been made in payment of such monies, or any part thereof, for one calendar month after such service, or so soon as some interest under this mortgage shall be in arrear and unpaid for one calendar month after becoming due: Provided also, and it is hereby expressly declared, that the 17th section of the said Act shall not apply to these presents, it being the intention of the parties thereto that it shall be lawful for the said [*mortgagee*], his executors, administrators, and assigns, to consolidate this security with any security held by him or them or property other than that herein comprised.

that costs, &c., as between solicitor and client shall be charged on the mortgaged policy.

Proviso as to notices requiring payment.

Proviso affirming right of consolidation.

In witness, &c.

5. MORTGAGE *of a* LEGACY. VARIATION *where the Mortgage is of a* REVERSIONARY UNDIVIDED SHARE *in* GENERAL PERSONAL ESTATE; *Also, where it is of a* FUND *in* COURT.

Parties.

Recital of will bequeathing legacy.

Of death of testator and probate of will;

That mortgagor is entitled to legacy;

That legacy

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN [*mortgagor*], of, &c., of the one part; and [*mortgagee*], of, &c., of the other part; WHEREAS [*testator*], of ——, deceased, the father of the said [*mortgagor*], by his will dated the —— day of ——, 19—, bequeathed unto each of his children the sum of £1,000, to be payable when such children should respectively attain the age of twenty-one years (*f*), and appointed [*executors*], executors of his said will; AND WHEREAS the said [*testator*] died on the —— day of —— without having revoked or altered his said will, which was duly proved by the said [*executors*], on the —— day of ——, in the Principal Registry of the Probate Division of His Majesty's High Court of Justice (*g*); AND WHEREAS the said [*mortgagor*] attained the age of twenty-one years on the —— day of ——(*h*); AND WHEREAS the said legacy has not yet been paid, and the

(*f*) *Or*, "bequeathed unto [*trustees*] all his personal estate whatsoever and wheresoever, upon trust to pay the income thereof to [*wife*] his wife, during her natural life, and, at her decease, to divide the same personal estate equally between his children, share and share alike, for their respective absolute use and benefit."

(*g*) "And whereas the said [*wife*] the widow of the said [*testator*] is still living; and whereas the said [*testator*] left four children living at his decease, and the said [*mortgagor*] is one of such children."

(*h*) If an action has been instituted for carrying into effect the trusts of the testator's will, in which an order has been made, say:—

"And whereas by an order of the Chancery Division of His Majesty's High Court of Justice, dated the —— day of ——, made by his Lordship Sir [A. B.] one of the judges of the said Court, in an action wherein [C. D.] and others are plaintiffs, and the said [*executors*] are defendants: [*recite the introductory part of the order*] It was ordered that the trusts of the said [*testator's*] will should be established and carried into execution, and that it should be referred," &c. [*state the terms of the order, and the subsequent proceedings* (*if any*) *in chambers*].

said [*mortgagee*] has agreed to lend the said [*mortgagor*] the sum of £——, at interest, on the security thereof: NOW THIS INDENTURE WITNESSETH, that, in consideration of the sum of £—— this day paid by the said [*mortgagee*] to the said [*mortgagor*], (the receipt whereof the said [*mortgagor*] hereby acknowledges), he the said [*mortgagor*] covenants [*Covenant to pay principal and interest*]: AND THIS INDENTURE ALSO WITNESSETH, that, for the consideration aforesaid, he the [*mortgagor*] hereby assigns, and, as beneficial owner, conveys unto the said [*mortgagee*], ALL THAT the (*i*) legacy or sum of £1,000 so bequeathed to him the said [*mortgagor*] by the hereinbefore recited will of the said [*testator*], deceased, as aforesaid, and all monies to become due and payable in respect of the same legacy (*k*), TOGETHER with full power to demand, sue for, recover, receive, and give effectual discharges for the same legacy and monies in the name or names of the said [*mortgagor*], his executors or administrators, or otherwise: TO HOLD the said legacy (*l*) and other the premises hereby assigned unto the said [*mortgagee*], his executors, administrators, and assigns, UPON TRUST to receive the same, and thereout in the first place to pay all costs and expenses of and incidental to obtaining payment thereof, and in the next place to retain to himself and themselves all principal monies and interest which shall then be due to him or them under or by virtue of this security; AND to pay the surplus (if any) of the said legacy and premises unto the said [*mortgagor*], his executors, administrators, or assigns (*m*).

IN WITNESS, &c.

still unpaid and agreement for loan.

Testatum.

Second *Testatum.* Assignment of legacy.

Habendum.

(*i*) "one undivided fourth part or share of him the said [*mortgagor*], and all other his part and share of and in the personal estate of the said [*testator*] deceased, given and bequeathed in and by his hereinbefore-recited will, and all and every sums," &c.

(*k*) Add, if the assignment is of a fund in Court—

"and all and every such sums or sum of money as shall be payable to or recoverable by the said [*mortgagor*] under or by virtue of the hereinbefore-recited order, or otherwise in the hereinbefore-mentioned action."

(*l*) "undivided part or share."

(*m*) If the assignment is of a fund in Court, proceed as follows:—

"And the said [*mortgagor*] hereby empowers the said [*mortgagee*],

6. MORTGAGE *of* REVERSIONARY INTEREST *in a* FUND *in* COURT. PROVISO *for* CAPITALIZATION *of* INTEREST. POWERS *for* MORTGAGEE *to obtain a* STOP ORDER *and* INSTITUTE *and* DEFEND PROCEEDINGS *in* ACTION.

Parties.

Recitals: of title or claim of mortgagor;

of proceedings in action, and state of fund in Court;

of agreement for loan.

Testatum.

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN [*mortgagor*], of, &c., of the one part; and [*mortgagee*], of, &c. and [*mortgagee*] of, &c., of the other part; WHEREAS the said [*mortgagor*] as one of the children of [A. B., *mother of mortgagor*], is or claims to be entitled, under a will dated the —— day of ——, 19—, of [*testator*], deceased, in reversion expectant on the death of [*person entitled to life interest in the fund*], to one equal —— part, or share of and in the residuary estate of the said [*testator*] and the monies, stocks, funds, and securities for the time being constituting or representing the same; AND WHEREAS [*Recite any proceedings in the action*]; AND WHEREAS the stocks, funds, and investments constituting or representing the residuary estate of the said [*testator*] are now the following, that is to say, the sum of —— and ——, standing in the name of the Paymaster-General of the Chancery Division of His Majesty's High Court of Justice in the said action; AND WHEREAS the said [*mortgagees*] have agreed to lend to the said [*mortgagor*] the sum of £—— upon having the repayment of the same with interest at the rate hereinafter mentioned secured in manner hereinafter appearing; AND it has also been agreed that the said loan shall be continued and the interest to accrue upon the said sum of £—— shall be forborne and allowed to accumulate by way of compound interest at the option of the said [*mortgagor*] in manner hereafter appearing: NOW THIS INDENTURE WITNESSETH, that in pur-

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his executors, administrators, and assigns, at the cost of the said [*mortgagor*], his executors or administrators, to apply for, and obtain, and in the name or names of the said [*mortgagor*], his executors or administrators, to concur in obtaining, or to consent to an order in the said action for the purpose of preventing the payment or transfer of the monies and premises hereby assigned to any person or persons other than the said [*mortgagee*], his executors, administrators, or assigns, without due notice thereof to him or them, and to instruct solicitor and counsel accordingly."

suance of the said agreement and in consideration of the sum of £—— now paid to the said [*mortgagor*] by the said [*mortgagees*] out of monies belonging to them on a joint account (the receipt of which sum of £—— the said [*mortgagor*] hereby acknowledges), the said [*mortgagor*] hereby covenants, &c. [*Covenant for payment of principal and interest, ante*, p. 859]: AND THIS INDENTURE ALSO WITNESSETH, that in further pursuance of the said agreement and for the consideration aforesaid, the said [*mortgagor*] hereby assigns, and, as beneficial owner, conveys unto the said [*mortgagees*], ALL THAT part or share to which he the said [*mortgagor*], as one of the three children of the said [A. B., *mother of mortgagor*], is entitled under the hereinbefore recited will of the said [*testator*], or otherwise, of or in the said sums of stock respectively now constituting or representing the residuary estate of the said [*testator*] as aforesaid, and of or in all other (if any) the monies, stocks, funds, and securities, for the time being constituting or representing the said residuary estate; TO HOLD all the premises hereby assigned UNTO the said [*mortgagees*], their executors, administrators, and assigns, SUBJECT to the proviso of redemption following, that is to say, that if the said [*mortgagor*], his executors, administrators, or assigns, shall on the —— day of ——, 19—, pay to the said [*mortgagees*], their executors, administrators, or assigns, the sum of £—— and interest thereon at the rate aforesaid, then the said [*mortgagees*], their executors, administrators, or assigns, will, at the request and cost of the said [*mortgagor*], his executors, administrators, or assigns, reconvey the premises to the use of the said [*mortgagor*], his executors, administrators, and assigns, or as he or they shall direct. PROVIDED ALWAYS, that during the period of —— years from the date of these presents, if the said [*person entitled for life*] and [*mortgagor*] shall both of them so long live, the said principal sum of £—— shall not, nor shall any part thereof, be called in, and in the like event the interest accruing upon the said principal sum of £—— during such period of —— years, and also all interest accruing upon that or any other interest forborne and allowed to accumulate by virtue of this present proviso, shall from time to time, and as the same shall accrue half-yearly, be forborne and added to the said principal sum of £—— as or in the nature of a further advance; AND shall carry interest at the rate of —— per cent. per annum, which shall be considered to be accrued due and payable from time to time on the respective half-yearly days hereinbefore ap-

Covenant to pay principal and interest.

Second *Testatum.*

Habendum,

subject to redemption.

Proviso that principal shall not be called in during joint lives of life tenant and mortgagor, and for capitalization of interest.

pointed for payment of interest on the said principal sum of £——, so that by the addition and capitalization of interest as aforesaid, the total principal monies hereby secured may be augmented upon the footing of an accumulation at compound interest computed at the rate of —— per cent. per annum, with rests taken or made half-yearly on the —— day of —— and the —— day of —— respectively; And it is hereby agreed that all such additions by means of capitalized interest, whether on the said principal sum or any interest added thereto in the nature of further advances, shall be charged upon all and singular the premises hereby assigned, and shall to all intents and purposes be within the scope and operation of the present security; And further, that all such additions to the said principal sum in the nature of further advances shall be payable by the said [*mortgagor*], his heirs, executors, and administrators, upon the same being demanded by the said [*mortgagees*], their executors, administrators, or assigns; And he the said [*mortgagor*] hereby covenants for payment thereof upon demand accordingly; But, nevertheless, it is hereby agreed that in the event hereinbefore specified for the continuance of the said principal sum of £——, any additions made thereto as aforesaid shall not, nor shall any part thereof or interest thereon, be called in during the said determinable period of —— years from the date of these presents: Provided always, that notwithstanding anything hereinbefore contained, it shall be lawful for the said [*mortgagor*], at any time within —— days after any half-yearly day appointed for the payment of interest under these presents, to pay the interest accruing on such half-yearly day, which would under the proviso hereinbefore in that behalf contained be treated as or on the footing of a further advance made on that day; And every such payment of interest within —— days after the appointed half-yearly day, shall wholly prevent the capitalization of the interest so paid, but without interfering with the computation and capitalization of prior or subsequent interest; And that in the event of the death of the said [*person entitled to life interest*] or of the said [*mortgagor*] taking place within the said period of —— years, then immediately and without any notice being given or any step taken for the purpose, the said provisions hereinbefore contained for continuance of the said principal sum of £—— and forbearance of interest shall cease to have any further or prospective operation, except so far as may be necessary for ascertaining the amount of the principal monies and interest owing

Proviso that mortgagor may nevertheless pay interest so as to prevent capitalization.

Proviso determining provision for continuance of loan and capitalization of interest in certain events.

upon the present security at the time of the happening of such event: PROVIDED ALWAYS that it shall be lawful for the said [*mortgagees*], their executors, administrators, and assigns, at any time during the subsistence of this security, to appear either as plaintiffs or defendants for the said [*mortgagor*], his executors or administrators, in the said action or any proceedings taken or to be taken therein for the purpose of obtaining a stop order or stop orders, or of protecting the share, right, and interest of the said [*mortgagor*] in the premises and otherwise to act in relation to the premises as the said [*mortgagees*], their executors, administrators, or assigns, shall from time to time think proper, without the necessity of serving any notice or order upon the [*mortgagor*], his executors, administrators, or assigns, or any person or persons in his or their behalf, or of obtaining his or their concurrence, and for the purposes aforesaid to instruct solicitors, counsel, and others, as the said [*mortgagees*], their executors, administrators, or assigns, may be advised: PROVIDED ALSO that for the purpose of enabling the said [*mortgagees*], their executors, administrators, and assigns, to obtain the full benefit and advantage of the assignment hereby made the said [*mortgagor*] hereby authorises and empowers the said [*mortgagees*], their executors, administrators, and assigns, to institute, prosecute, defend, appear or concur in, or compromise, or put an end to all such actions or other proceedings as the said [*mortgagees*] shall think expedient to institute, or which shall have been instituted either for recovering possession or obtaining payment of the several parts, shares, and premises hereby assigned, or any of them, or any monies which shall or may become recoverable or receivable in respect of the same or any of them, when and as the premises shall cease to be reversionary and become recoverable or receivable, and generally for such purposes, or any of them, to execute and give all such receipts, agreements, and releases by deed or otherwise as he or they shall think reasonable and proper, and to use the name or names of the said [*mortgagor*], his executors or administrators, as the said [*mortgagees*] shall think fit; AND it is hereby expressly agreed that all costs, charges, and expenses as between solicitor and client to be incurred in the exercise of the powers hereby given, or any of them, shall be considered as covered by this present security, and be allowed accordingly.

Power to obtain stop order.

Power for mortgagee to institute and defend proceedings.

IN WITNESS, &c.

7. MORTGAGE *of a* SHARE *in a* PARTNERSHIP BUSINESS, *the* PRINCIPAL *to be* PAID *by* MONTHLY INSTALMENTS (*n*).

Parties. THIS INDENTURE, made the —— day of ——, 19—, BETWEEN [*mortgagor*], of, &c., of the one part; and [*mortgagee*], of, &c., of the other part;

Recitals: of partnership; WHEREAS the said [*mortgagor*] is a partner in the firm of ——, carrying on the business of ——, at ——, in the county of ——, under articles of partnership dated the —— day of ——;

of agreement for loan. AND WHEREAS the said [*mortgagee*] has agreed to lend to the said [*mortgagor*] the sum of £——, upon having the repayment of the same by instalments, with interest for the same, or for so much thereof as shall for the time being remain unpaid secured in manner hereinafter appearing:

Testatum. NOW THIS INDENTURE WITNESSETH that, in pursuance of the said agreement and in consideration of the sum of £—— now paid to the said [*mortgagor*] by the said [*mortgagee*] (the receipt whereof the said [*mortgagor*] hereby acknowledges),

Covenant to pay principal and interest by monthly instalments. the said [*mortgagor*] hereby covenants with the said [*mortgagee*] to pay to him the sum of £—— (*o*) within the period of —— calendar months from the date of these presents by equal monthly instalments, the first of such payments to be made on the —— day of —— next, and the last of such payments to be made on the —— day of ——, 19—:

Second *Testatum.* AND THIS INDENTURE ALSO WITNESSETH that the said [*mortgagor*] hereby

Charge of shares in partnership. charges ALL THAT his share and interest in the said business, and in the goodwill thereof, and in the capital, book debts, and assets thereof, other than personal chattels within the meaning of the Bills of Sale Acts, with the repayment to the said [*mortgagee*], his executors, administrators or assigns, of the monies hereby secured at the times and in manner aforesaid;

Covenants by mortgagor; AND the said [*mortgagor*] hereby covenants with the said [*mortgagee*]

(*n*) The assignment or mortgage by a partner of his share in the business is now provided for by sect. 31 of the Partnership Act, 1890. The assignee is not entitled to interfere in the management, require accounts, or inspect books, but only to receive the assigning partner's share of profits. A loan of money to a person engaged in business in return for a share of profits, or at a rate of interest varying with profits, does not necessarily make the lender a partner.

(*o*) This sum will be the aggregate amount of principal and interest, an equal part of which will be repaid monthly by way of instalments.

that he the said [*mortgagor*] will, so long as he shall continue a partner in the said firm, and during the continuance of this security, duly observe and perform all the covenants, conditions and stipulations contained in the said articles, and on his part to be observed and performed; AND that he will not do or suffer anything whereby the said partnership may be determined, or the said share or interest, and premises hereby charged, or any of them, may be incumbered or alienated, save in the ordinary course of business, or otherwise prejudicially affected in any way whatsoever; AND that he will at all times devote his time and attention to the said business, and diligently and faithfully employ himself therein, and use his utmost endeavour to carry on the same to advantage; AND that he will from time to time inform and keep informed the said [*mortgagee*], his executors, administrators and assigns, if and whenever requested so to do, of the state and condition of the affairs of the said business, and of the liabilities, assets, profits and losses thereof; AND will insure or cause to be insured the leasehold premises in —— street, in —— aforesaid, or any other premises in which the same business may for the time being be carried on, together with the fittings and fixtures thereof, against loss or damage by fire to the full value thereof: PROVIDED ALWAYS, that any insurance of the same premises, effected or to be effected pursuant to the covenants in that behalf contained in the lease or leases under which such premises are held, shall be deemed to be *pro tanto* a performance of this covenant; AND the said [*mortgagor*] hereby irrevocably appoints the said [*mortgagee*], his executors, administrators and assigns, to be his lawful attorney and attornies in the name and on behalf of the said [*mortgagor*] to give notice of dissolution of the said partnership, and to demand and take all accounts pursuant to the said articles of partnership, and to demand, sue for, recover, receive and give valid receipts for all monies, effects and things to which the said [*mortgagor*] is entitled under the said articles of partnership, or otherwise in relation to the premises, and for the purposes aforesaid or any of them to execute and do all such instruments and things as may be deemed necessary or expedient: PROVIDED ALWAYS, that if the said [*mortgagor*] shall die, or if he or the said firm shall become bankrupt, or enter into any composition or scheme for the arrangement or liquidation, statutory or otherwise, of his or their affairs, for the benefit of

to observe articles of partnership;

to devote himself to the business:

to give information as to state of business;

to insure the partnership premises;

insurance under lease to be *pro tanto* performance of this covenant.

Power of attorney.

Proviso that in certain events the whole amount secured shall become payable.

his or their creditors generally, or if he shall fail to observe and perform any of the covenants herein contained and on his part to be observed and performed, and particularly if he shall at any time during the continuance of this security absent himself from the said business at any time for more than —— days, except in case of illness, without the consent of the said [*mortgagee*], his executors, administrators, and assigns, then and in any such case the whole of the said sum of £—— [*principal and interest*] shall immediately become due and payable: PROVIDED ALWAYS, that if the whole of the said sum shall become so due and payable as aforesaid, then the statutory powers of sale conferred on mortgagees by the Conveyancing and Law of Property Act, 1881, shall immediately become exercisable without any restrictions as to giving notice or otherwise.

Proviso as to exercise of power of sale.

IN WITNESS, &c.

NOTICES (MISCELLANEOUS).

1. CESTUI QUE TRUST *to* TRUSTEES, *calling upon them to sell* STOCK, *and place out* MONEYS *on* MORTGAGE.

I HEREBY authorise and request you to sell the sum of £—— Two and a Half per centum Consolidated Stock, now standing in your names, as trustees of the will of [*testator*], my late husband, deceased, and to lend the moneys arising therefrom to [*intended mortgagor*], on the mortgage security of two leasehold messuages, situate in ——, held for the remainder of a term of seventy years, commencing in the year 1900, and respectively subject to the general ground rents of £—— and £——.

AS WITNESS my hand, this —— day of ——, 19—.

To [*Trustees*]. (Signed) [*Cestui que trust*].

2. STATUTORY NOTICE *to* CREDITORS (*a*).

[A. B.], deceased.—PURSUANT to the Act of Parliament 22nd and 23rd Vict. c. 35, notice is hereby given that all creditors and other persons having any claims or demands upon the estate of [A. B.], late of, &c., deceased (who died on the —— day of ——, 19—, and whose will was proved in the District Registry at ——, of the Probate Division of the High Court of Justice, on the —— day of ——, 19—, by [*executor*], of, &c., the sole executor named in the said will), are hereby required to send in writing full particulars of such claims and demands to the said executor or to the undersigned Messrs. [C. D.] & Co., of No. ——, —— Street, in the city of London, his solicitors, on or before the —— day of —— next, after which date the said executor will proceed to distribute the assets of the said testator among the persons entitled thereto, having regard only to the claims and demands of which he shall then have notice, and that he will not be liable for the assets of the said testator, or any part thereof, so distributed, to any person of whose debt or claim he shall not then have had notice.

Dated this —— day of ——.

[C. D.] & Co.,
Solicitors for the Executor.

3. GRANTOR *of* ANNUITY *to* GRANTEE, *of intention to* RE-PURCHASE.

I HEREBY give you notice, that, pursuant to a power contained in an indenture of grant of annuity, dated the —— day of ——, executed by you to me, I intend to re-purchase the said annuity at the expiration of three calendar months from the date hereof. And that I shall be prepared to pay to you at that time all arrears of the said annuity, together with the sum of £——, the

(*a*) As to the distribution of the assets of a testator or intestate after notice given by the executor or administrator to creditors to send in their claims, see stat. 22 & 23 Vict. c. 35, s. 29.

price stipulated for the redemption thereof by the terms of the said indenture.

As WITNESS my hand, this —— day of ——, 19—.

To Mr. [*Grantee*]. [*Signature of Grantor*].

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4. PURCHASER *to* VENDOR, *of Appointment of* REFEREE *to value* FIXTURES.

I HEREBY give you notice that pursuant to the contract entered into on the —— day of ——, for the purchase by me, of you, of a messuage or dwelling-house, situate in ——, and the fixtures therein, I have appointed [*referee*] as my nominee, to make the valuation of the said fixtures; [and I beg to remind you, that unless you also nominate some person on your behalf to concur with the said [*referee*] in making such valuation, within —— days, my said nominee is empowered to proceed therein alone].

As WITNESS my hand, this —— day of ——, 19—.

To [*Vendor*]. (Signed) [*Purchaser*].

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5. VENDOR'S SOLICITORS *to* PURCHASER *to complete* PURCHASE.

SIR,

We hereby give you notice, on behalf of our client, Mr. ——, of, &c., the vendor of the freehold house and lands lately contracted to be purchased by you by an agreement dated the —— day of ——, that the day thereby fixed for completion of the purchase is now long past, and that the vendor is ready and willing to make and execute, and to procure the concurrence of all necessary parties (if any) to a conveyance to yourself, or as you shall direct, of the fee simple in possession of the premises comprised in the said agreement, in accordance with the conditions and stipulations of the same; and that the vendor requires you, within —— days from this date, to complete the purchase, and pay the remainder of the purchase-money with interest up to the day of such completion, as provided by the said agreement: And I further give you notice, that the vendor will hold you liable for all loss or

damage which may be incurred by him by reason of any delay or default on your part in completing the said purchase, or otherwise in relation to the said agreement.

We are, &c.,
A. B. & Co.,
Vendor's Solicitors.

To [*Purchaser*], Esq.

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6. PURCHASER *to* VENDOR *that his* MONEY *is producing no* INTEREST.

I HEREBY give you notice, that the sum of £——, the unpaid portion of the purchase-money, payable by me to you under the contract between us, bearing date the —— day of ——, is now in the hands of my bankers, Messrs. ——, having been appropriated to a special account to my credit, and is producing no interest or advantage whatsoever [and therefore I shall hold myself discharged from any obligation henceforth to pay interest for the same].

As WITNESS my hand, this —— day of ——, 19—.

To [*Vendor*]. (Signed) [*Purchaser*].

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7. TO *produce* TITLE-DEEDS.

I HEREBY give you notice, and require you to produce to Mr. [*solicitor*], of ——, solicitor, on the —— day of —— next, on his application at your residence in the city of ——, all the deeds and writings mentioned or referred to in an indenture dated the —— day of ——, by which the same were covenanted to be produced by you to me [*or*, by which you acknowledged my right to production of the same]; and I hereby undertake to pay you the reasonable costs and charges which may attend the production of the said deeds and writings, on your informing me of the amount thereof.

As WITNESS my hand, this —— day of ——, 19—.

To Mr. [*Covenantor*]. (Signed) [*Covenantee*].

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8. ONE PARTNER *to another, of* INTENTION *to dissolve* PARTNERSHIP.

UNDER and by virtue of the power in this behalf contained in the deed of articles establishing the partnership subsisting between you and me, dated the —— day of ——, 19—, I hereby give you notice, that it is my intention to dissolve the said partnership on the —— day of —— next.

As WITNESS my hand, this —— day of ——, 19—.

To Mr. [*Partner*]. [*Signature of Partner*].

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9. ONE PARTNER *to his* CO-PARTNERS, *of* INTENTION *to* RETIRE *from the* PARTNERSHIP.

GENTLEMEN,

Being desirous wholly to determine our present partnership so far as relates to myself on the —— day of —— next, and to retire from the same on that day, I hereby, pursuant to the power enabling me so to do contained in our deed or articles of partnership, dated the —— day of ——, 19—, give you notice in writing of such my desire: And I declare that our partnership shall, so far as relates to myself, be hereby wholly determined on the said —— day of ——, and that I shall retire from the same on that day.

I am, &c.

[*Signature of Partner*].

To Messrs. ——.

Dated, &c.

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10. ONE PARTNER *to another, dissolving* PARTNERSHIP, *in consequence of* BREACH *of* ARTICLES.

I HEREBY give you notice, that, in consequence of your having broken the —— article of our partnership deed, bearing date the —— day of ——, whereby it is provided (*transcribe article*), I hereby, in pursuance of the power in that behalf contained in the said deed, dissolve the said partnership from the —— day of —— next, on which day I shall be prepared to pay you the amount declared to be the value of your share in the partnership effects

at our last annual settlement of accounts, and interest thereon, as provided by the said partnership deed.

As WITNESS my hand, this —— day of ——, 19—.

To Mr. [*Partner*]. [*Signature of Partner*].

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11. ONE PARTNER *to another, dissolving a* PARTNERSHIP, *subsisting without* DEED.

I HEREBY give you notice, that the partnership subsisting between you and me in the trade or business of —— is hereby dissolved: And I request that you will concur with me in taking the necessary steps for winding up the affairs of the said joint concern, in order that all the engagements thereof may be forthwith discharged, and the remaining effects disposed of and converted, and the moneys arising therefrom divided between us in proportion to our respective shares therein.

As WITNESS my hand, this —— day of ——, 19—.

To Mr. [*Partner*]. [*Signature of Partner*].

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12. OF DISSOLUTION *of* PARTNERSHIP, *to be inserted in the* LONDON GAZETTE.

NOTICE is hereby given, that the partnership lately subsisting between us in the city of Bristol, in the trade or business of merchants, was this day dissolved by mutual consent [*or* "effluxion of time," *or otherwise, as the case may be*].

As WITNESS our hands, this —— day of ——, 19—.

(Signed) [A. B.]
[C. D.]

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13. PARTNERS, *after* DISSOLUTION *of* PARTNERSHIP, *to a* DEBTOR *of the* FIRM *to pay* DEBT *to the* JOINT AGENT *of the* PARTNERS.

WE hereby give you notice that the partnership lately subsisting between us under the firm of —— & Co., was dissolved on the —— day of —— last, and we request you to pay the debt owing by you to us to Mr. [*receiver*], who is duly authorised to

receive the same, and whose receipt shall be your sufficient discharge.

As WITNESS our hands, this —— day of ——, 19—.

To Messrs. [*Debtors*]. (Signed) [A. B.]
[C. D.]

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14. OF MORTGAGE *by the* MORTGAGEE *to the* MORTGAGOR'S TENANT.

To Mr. C. D.

Sir,—Take notice, that by an indenture dated the —— day of ——, 19—, and made or expressed to be made between [*as the case may be*], the [messuage or dwelling-house and land, *or as the case may be*], with the appurtenances situate and being [at —— *or* in the parish of ——], in the county of ——, now in your possession (together with other hereditaments) were conveyed and assured unto and to the use of me, the said E. F., my heirs and assigns [*or* executors, administrators and assigns, for a term of —— years from the —— day of ——, 19—], for securing the sum of £—— with interest for the same at the rate of £—— per cent. per annum [at a day now past, *or* on the —— day of —— next], and you are hereby required to pay to me all rent and arrears of rent due and payable, and hereafter to become due and payable from you in respect of the said premises in your possession: And in case of any default I shall distrain or sue for the said rent, or bring an action of ejectment to recover possession of the said [messuage or dwelling-house and land], with the appurtenances in your possession, or otherwise put the law in force as I may be advised.

Dated this —— day of ——, 19—.

Yours, &c.,
E. F., of ——.

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15. THE LIKE, *by* MORTGAGEE'S SOLICITOR.

To Mr. C. D.

Sir,—Take notice, that by an indenture dated the —— day of ——, 19—, and made or expressed to be made between [*as the case may be*], the [farm and lands, *or as the case may be*], with

the appurtenances situate [at —— *or* in the parish of ——], in the county of ——, now in your possession (together with other hereditaments) were conveyed and assured to the said E. F. (*the mortgagee*), his heirs and assigns [*or* his executors, administrators and assigns, for the term of —— years from the —— day of ——, 19—], for securing the sum of £—— with interest for the same at the rate of £—— per cent. per annum [at a day now past, *or* on the —— day of —— next]: Now I do hereby as the solicitor of and for the said E. F. and on his behalf, give you notice of the said indenture, and require you to pay to the said E. F. all rent and arrears of rent now due and payable, and hereafter to become due and payable from you in respect of the said premises in your possession: And take notice, that in case of any default the said E. F. will distrain or sue for the said rent, or bring an action of ejectment to recover possession of the said [farm and lands], with the appurtenances in your possession, or otherwise put the law in force, as he may be advised.

Dated this —— day of ——, 19—.

Yours, &c.,
G. H., of ——,
Solicitor for the said E. F.

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16. RECEIVER *for* MORTGAGEE *to* TENANT.

I HEREBY give you notice, that by an indenture dated the —— day of —— last, made between [*mortgagor*], of ——, of the first part, [*mortgagee*], of ——, of the second part, and me, the undersigned [*receiver*], of the third part, the messuage and piece of ground situate in the parish of ——, in the county of ——, in your occupation, were, with other hereditaments, conveyed by the said [*mortgagor*] unto and to the use of the said [*mortgagee*] in fee simple by way of mortgage, for securing the sum of £—— and interest; and by the same indenture full power and authority were given to me, as the agent and receiver of the said [*mortgagee*], to receive the rents thereof, and to give effectual discharges for the same. And I accordingly require you to pay to me the rent now due, and hereafter to become due from you, in respect of the said premises accordingly.

As WITNESS my hand, this —— day of ——.

To Mr. [*Tenant*]. (Signed) [*Receiver*].

17. SECOND *to* FIRST MORTGAGEE.

I HEREBY give you notice, that by an indenture dated the —— day of ——, and made between [*mortgagor*], of the one part, and me, the undersigned [*mortgagee*], of the other part, the several messuages, lands, and hereditaments, situate in ——, now in mortgage to you, were conveyed to me by the said [*mortgagor*] in fee simple by way of mortgage, for securing the sum of £—— and interest.

As WITNESS my hand, this —— day of ——.

[*Signature of Second mortgagee*].

To Mr. [*First mortgagee*].

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18. MORTGAGOR *to* MORTGAGEE, *of* INTENTION *to pay off* MORTGAGE DEBT.

I HEREBY give you notice, that I shall pay the principal sum of £—— and interest owing from me to you, secured by an indenture of mortgage dated the —— day of ——, at the expiration of six calendar months from the date hereof.

As WITNESS my hand, this —— day of ——.

To Mr. [*Mortgagee*]. [*Signature of Mortgagor*].

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19. MORTGAGEE *to* MORTGAGOR *of* INTENTION *to* SELL, *unless* PRINCIPAL *and* INTEREST MONEYS *be paid at a* CERTAIN TIME.

I HEREBY give you notice, that I require you to pay off within —— calendar months from the date hereof (*b*), the principal and interest moneys (*c*), owing to me by virtue of the indenture of mortgage executed by you to me, dated the —— day of ——, 19—, and further that in default of your so doing, I shall imme-

(*b*) To enable a mortgagee to exercise the statutory power of sale, three months' notice is required, unless otherwise provided by the mortgage deed.

(*c*) Add "and costs," if any.

diately proceed to a sale of the messuages and hereditaments in the said indenture comprised, or such part or parts thereof as I may think fit.

As WITNESS my hand, this —— day of ——, 19—.

To Mr. [*Mortgagor*] (*d*). [*Signature of Mortgagee*].

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20. MORTGAGEE *to* MORTGAGOR, *requiring immediate* PAYMENT *where the* ADVANCE *and* INTEREST *are* PAYABLE *on* DEMAND.

I HEREBY demand of you immediate payment of the principal sum of £——, now owing from you to me on the security of an indenture of mortgage, dated the —— day of ——, 19—, and the interest at the rate of —— per cent. per annum as from the —— day of —— last, owing in respect thereof.

As WITNESS my hand, this —— day of ——, 19—.

To Mr. [*Mortgagor*]. [*Signature of Mortgagee*].

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21. PURCHASER *of an* EQUITY *of* REDEMPTION, *to* MORTGAGEE.

I HEREBY give you notice, that by an indenture dated the —— day of —— last, made between [*vendor*], of ——, of the one part, and me, the undersigned [*purchaser*], of the other part, all and singular the lands and hereditaments situate in the parish of ——, in the county of ——, now in mortgage to you from the said [*vendor*], for securing £—— and interest, were, for a pecuniary consideration, absolutely conveyed and assured unto and to the use of me, the said [*purchaser*], my heirs and assigns for ever, subject to your said mortgage thereon.

As WITNESS my hand, this —— day of ——, 19—.

To Mr. [*Mortgagee*]. (Signed) [*Purchaser*].

(*d*) If it is not known who are the persons interested in the equity of redemption, the notice should be left on the premises (see sect. 67 of the Conveyancing and Law of Property Act, 1881), addressed as follows:—

"To Mr. [*Mortgagor*] if living, or his legal representatives, or other the persons interested in the equity of redemption of the messuage and premises referred to in the above notice."

22. TO ABATE *a* NUISANCE (*e*).

[*After statement of circumstances causing the nuisance*]: Now without any prejudice to any right of action for the damages I have already sustained, or may sustain in consequence of the premises, I hereby give you notice, and require you immediately to remove the said nuisance and obstruction: and I further give you notice, that if such removal shall not take place before, &c., I shall with such workmen as may be necessary, immediately proceed to abate and remove such nuisance, as I am by law entitled to do, and shall require you to pay the expenses attendant thereupon. I further apprise you, that should you wish any other reasonable time in lieu of the above, I will alter the time accordingly; and I further beg to inform you, that the materials of such obstruction shall be deposited at any place you may name, and in default of your mentioning any place, I shall cause them to be deposited at, &c.

DATED, &c.

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23. TO PAY INTEREST *on* SIMPLE CONTRACT DEBT *under* 3 *&* 4 *Will.* 4, *c.* 42, *s.* 28.

MR. ——.

I hereby require payment of the debt of £——, due from you to me, and give you notice that I shall claim interest from the date of this demand on the account of such debt until the actual payment thereof.

DATED, &c.

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24. TO SHERIFF.—*Of* GOODS TAKEN *under Fi. Fa. being only* LET *to* DEFENDANT *and not his* PROPERTY (*f*).

I HEREBY give you notice that the several goods and chattels specified in the schedule at the foot thereof [*hereunto annexed*], and

(*e*) When a nuisance is anticipated, notice should be given as soon as possible and before action brought, and the form would then run—"I, &c., give you notice that the building, &c., now being erected is likely to become and to be a nuisance, &c."

(*f*) A similar notice can be given to a County Court bailiff and his officers where execution levied from County Court.

taken by you under a writ of *fieri facias* against ——, are not the property of the said ——, but are my property [and are let to the said —— for the term of ——, expiring at *or whatever the terms are* ——], and further take notice that I shall claim damages against you if you fail to give up possession immediately.

DATED, &c.

To ——, Esq., sheriff of the county of ——, and to ——, his officer, in possession, and to whomsoever else the same may concern.

(*Signed*) ——.

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25. TO AN INFANT *to* RETURN GOODS (*in order to support an* ACTION).

Sir,

On, &c., you obtained from me certain goods, viz. [*stating them*] under colour and pretence of purchasing and paying for them on, &c., and you have refused to pay for the same under the pretence of your being or having been an infant at the time you obtained the same, and you have refused to pay for the same, or to return them: Now, therefore, I hereby demand and require you immediately to pay for the same, and in case you refuse to do so, and you are or were an infant at the time you obtained the said goods, then I hereby demand and require you immediately to return and to deliver the said goods to me, or I shall immediately commence an action to recover the same or their value.

DATED, &c.

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26. BY INNKEEPER *of* SALE *of* GOODS.

If J. T., of ——, does not remove the [horse and carriage, *or as the case may be*] which he left on the —— day of —— at the —— Hotel in —— by the —— day of —— next, the same will be sold by public auction at Messrs. —— rooms in —— on the —— day of ——, to defray the expenses incurred in connection therewith.

To J. T., of ——.

(Signed) [*the landlord*].

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27. OF THE AUTHORITY *of an* AGENT *having* CEASED.

NOTICE IS HEREBY GIVEN that E. F., &c., is no longer authorised by me, A. B., of, &c., to draw, accept, or indorse any bill or note, or sell goods, or contract on credit or otherwise on my behalf, or to transact any business for me as my agent or otherwise.

DATED, &c.

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28. OF BILLS *having been* FRAUDULENTLY OBTAINED.

Caution—Bills of Exchange.

WHEREAS [*three*] several bills of exchange, bearing date respectively, &c. [*add description of same*], were severally obtained from me under false pretences, and without any consideration whatever for the same: Now I do hereby caution all persons from receiving or negotiating the same or any of them.

Every information respecting the above bills will be given on application to, &c.

DATED, &c.

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29. NOT TO TRUST *a* WIFE.

TAKE NOTICE that Mrs. E. B., my wife, is no longer authorised by me to make any purchase or contract on my behalf, and that I will not be responsible for the performance of any engagements she may enter into or for any debts she may contract after this date.

DATED, &c.

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30. ON MAKING *a* TENDER.

Sir,

The bearer is directed by me to pay or tender you the sum of [*thirty pounds ten shillings and sixpence*], in respect of the debt or sum of money claimed by you, and such tender and offer is and will be made unconditionally, and without any reserve or any condition or terms whatever; and to avoid all possible doubt, I beg you to understand that the said sum of money is to be offered,

paid, and received without prejudice to any claim you may have on me for any larger or different sum of money.

DATED, &c.

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31. NOT *to* TRESPASS. *Common Form.*

To A.

I do hereby give you notice not to shoot, hunt, course, fish, hawk, fowl, enter, or come upon the lands and premises, or any part thereof, in my occupation in the parishes of —— or elsewhere in the County of S. on any pretence whatever, for if you do after this notice you will be deemed a wilful trespasser and an action will be brought against you for damages.

DATED, &c.

(*Signed*) ——.

PARLIAMENTARY DOCUMENTS (*a*).

1. MODEL RAILWAY BILL.

WHEREAS, &c.

And whereas plans and sections showing the lines and levels of the railways authorised by this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of —— and are hereinafter respectively referred to as the deposited plans, sections and books of reference:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted

(*a*) See also "Railways," "Tramways."

and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

1. This Act may be cited as the —— Railway Act 19—.

[*This Bill is drawn for a railway, but many of the clauses are (mutatis mutandis) applicable to other Bills.*]

Incorporation of Acts.

2. The —— &c., &c., are (except where expressly varied by this Act) incorporated with and form part of this Act.

[*It is advisable that in incorporating specified sections of any Acts the marginal notes as well as the numbers of the sections incorporated should be given.*]

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction: and

The expression "the company" means the company incorporated by this Act; the expressions "the railway" and "the undertaking" mean respectively the railway and the undertaking by this Act authorised.

[*All words in the Bill requiring interpretation should be dealt with in this clause.*]

Interpretation of term "parish clerks," &c. [*London only.*]

4. The expressions "parish clerks" and "clerks of the several parishes" in sects. 7, 8 and 9 of the Railways Clauses Consolidation Act 1845 shall, as regards the Administrative County of London, mean the town clerks of the metropolitan boroughs and the town clerk of the City of London.

Deposit of plans with clerks of district councils. [*Ireland only.*]

5. The provisions of sects. 7, 8 and 9 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act be read and construed as if the expression "clerks of the district councils within which such parishes are included in Ireland" or the words "clerks of the district councils" (as the case may be) had been inserted in those sections in lieu of the expression "the postmasters of the post towns in or nearest to such parishes in Ireland" or in lieu of the word "postmasters" (as the case may be).

6. A. B., C. D. &c. (*b*) and all other persons who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors, administrators, successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railway and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of the —— Railway Company, and by that name shall be a body corporate with perpetual succession and a common seal, and with power to purchase, take, hold and dispose of lands and other property for the purposes of this Act. Company incorporated.

7. Subject to the provisions of this Act the Company may make and maintain in the line and according to the levels shown on the deposited plans and sections the railway hereinafter described with all proper stations, sidings, approaches, works and conveniences connected therewith and may enter upon, take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose. The railway hereinbefore referred to and authorised by this Act is: Power to make railway.

A railway —— in length commencing at —— and terminating at ——.

[*The Standing Orders require that the length of each railway shall be set forth in miles, furlongs, chains, and links or yards or decimals of a chain.*]

Capital and Borrowing.

8. The capital of the company shall be —— pounds in —— shares of *ten* pounds each. Capital.

9. The company shall not issue any share created under the authority of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof. Issue of shares.

10. One fifth of the amount of a share shall be the greatest amount of a call and —— months at least shall be the interval between successive calls and —— of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share. Calls.

(*b*) At least five names should be given.

Receipt in case of persons not *sui juris*.

11. If any money is payable to a shareholder or mortgagee or debenture stock holder being a minor, idiot or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the company.

[*Here insert every special or other provision affecting the share capital of the company; and if shares are to be taken by another company, the clause allowing this should be here inserted, but the provisions for enabling the other company to raise money for that purpose must appear in a subsequent part of the Bill.* See *Special Clauses, p.* 916.]

Power to borrow.

12. The company may borrow on mortgage of the undertaking any sum not exceeding in the whole —— pounds but no part thereof shall be borrowed until the whole capital of —— pounds is issued and accepted and one half thereof is paid up, and the company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such capital has been issued and accepted and that one half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the persons to whom the same was issued, or their executors, administrators, successors or assigns, and that such persons, their executors, administrators, successors or assigns are legally liable for the same; and upon production to such justice of the books of the company and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

Appointment of receiver.

13. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than —— pounds in the whole.

[*About one-tenth of the sum to be borrowed is the usual amount to be here inserted but not exceeding* £10,000.]

[*When further borrowing powers are given to an existing company, all powers under previous Acts for the ap-*

pointment of a receiver are to be repealed (without prejudice to any appointment theretofore made or proceedings then pending), and the above clause is to be substituted.]

Debenture stock.

14. The company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863, but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time [after the passing of this Act] created and issued or granted by the company under [any previous Act or] this [Act] or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised), and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

[*This clause is to be inserted in the case of all new companies, and of all existing companies, which have not issued debenture stock. In the latter case the words "after the passing of this Act" must be inserted if there is any mortgage debt.*]

[*In the case of existing companies which have already adopted the model debenture stock clause the following may be used.*]

Debenture stock.

14A. The company may create and issue debenture stock subject to the provisions of sect. —— of the Act of ——. Notice of the effect of that enactment shall be endorsed on all mortgages and certificates of debenture stock.

[*Here insert all special provisions (if any) affecting the borrowing powers of the company.*]

Application of moneys.

15. All moneys raised under this Act whether by shares [debenture stock] or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable.

Meetings, Directors, &c.

First ordinary meeting.

16. The first ordinary meeting of the company shall be held within *six* months after the passing of this Act.

[*Here insert any clauses as to general meetings and scale of voting, if the provisions of the general Act are departed from.*]

Number of directors.

17. The number of directors shall be ——; but the company may vary the number, provided that the number be not at any time more than —— or less than ——.

Qualification of directors.

18. The qualification of a director shall be the possession in his own right of not less than —— shares.

Quorum.

19. The quorum of a meeting of directors shall be ——.

First and subsequent directors.

20. A.B., C.D. &c. [and —— persons to be nominated by them or the majority of them and consenting to such nomination] shall be the first directors of the company, and shall continue in office until the first ordinary meeting held after the passing of this Act.

At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act [or nominated as aforesaid] or any of them, or may elect a new body of directors or directors to supply the place of those not continued in office, the directors appointed by this Act [or nominated as aforesaid] being if they continue qualified eligible for election.

At the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power hereinbefore contained for varying the number of directors) elect —— persons to supply the places of the directors then retiring from office, agreeably to the provisions of the Companies Clauses Consolidation Act 1845.

The several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are duly elected in their stead.

Lands.

Lands for extraordinary purposes.

21. The quantity of land to be taken by the company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed —— acres, but nothing in that Act or in this Act shall exempt the company from any indictment, action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Period for compulsory purchase of lands.

22. The powers of the company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of *three* years from the passing of this Act.

Persons under disability may grant easements, &c.

23. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the company any easement, right or privilege (not being an easement, right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in, over or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements, rights and privileges as aforesaid respectively.

Owners may be required to sell parts only of certain lands and buildings.

24. And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same, and that such portions may be severed from the remainder of the said properties without material detriment thereto; therefore notwithstanding section ninety-two of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories described in the Schedule to this Act, and whereof parts only are required for the purposes of this Act, may, if such portions can in the opinion of the jury, arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto, be required to sell and convey to the company the portions only of the premises so required without the company being obliged or compellable to purchase the whole or any greater portion thereof, the company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

[*The following clause is admissible in the case of well established companies, especially in connection with widenings of existing works.*]

Owners may be required to sell parts only

25. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the company of the

of certain lands and buildings.

powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the company, and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto, therefore the following provisions shall have effect:—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the Schedule to this Act, and whereof a portion only is required for the purposes of the company, or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto, he may be required to sell and convey to the company such portion only without the company being obliged or compellable to purchase the whole, the company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the company allege that such portion cannot be so severed, the jury, arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall, in addition to the other questions required to be determined by it, determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto, and if not whether any and what other portion less than the whole (but not exceeding the portion over which the company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the re-

mainder without material detriment thereto, the owner may be required to sell and convey to the company the portion which the tribunal shall have determined to be so severable without the company being obliged or compellable to purchase the whole, the company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto, the tribunal may in its absolute discretion determine and order that the costs, charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner:

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto, (and whether or not they shall determine that any other portion can be so severed), the company may withdraw their notice to treat and thereupon they shall pay to the owner all costs, charges and expenses reasonably and properly incurred by him in consequence of such notice:

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto, but that any such other portion as aforesaid can be so severed, the company in case they shall not withdraw the notice to treat shall pay to the owner all costs, charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained, and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of

the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of sect. 92 of the Lands Clauses Consolidation Act 1845:

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Roads and Bridges.

Power to cross certain roads on the level.

26. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level, the company may in the construction of the railway carry the same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the roads next hereinafter mentioned (that is to say):—

No. on deposited Plan.	Parish.	Description of Road.

Inclination of roads.

27. In altering for the purposes of this Act the roads next hereinafter mentioned, the company may make the same of any inclinations not steeper than the inclinations hereinafter mentioned in connection therewith respectively (that is to say):—

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.

Height and span of bridges.

28. The company may make the arches of the bridges for carrying the railway over the roads next hereinafter mentioned of any heights and spans not less than the heights and spans herein-

after mentioned in connection therewith respectively (that is to say):—

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.

29. The company may make the roadway over the bridges by which the following roads will be carried over the railway of such width between the fences thereof as the company think fit not being less than the respective widths hereinafter mentioned in connection therewith respectively (that is to say):— Width of roadways over bridges.

No. on Plan	Parish.	Description of Roadway.	Width of Roadway.

Diversion of and Stopping up Roads.

30. The company may divert the roads [and public footpaths] referred to in the next following table (*or if a single road, describe it*) in the manner shown upon the deposited plans and sections and subject to the provisions of this Act may stop up and cause to be discontinued as a road [*or* footpath] so much of each existing road [*or* footpath] as will be rendered unnecessary by the new portion of road [*or* footpath] so shown on the said plans (that is to say):— Power to divert roads.

Railway.	Parish.	No. of Road on Plan.

Stopping up roads in case of diversion.

31. Where this Act authorises the diversion of a road [*or* public footpath] and the stopping up of an existing road [*or* public footpath] or any portion thereof, such stopping up shall not take place until [in the case of a new road] the new road is completed to the satisfaction of the road authority and is open for public use, or in case of difference between the company and the road authority until two justices shall have certified that the new road has been completed to their satisfaction and is open for public use [and in the case of a public footpath until two justices shall have certified that the new footpath has been completed to their satisfaction and is open for public use].

Before applying to the justices for their certificate [in the case of a new road] the company shall give to the road authority seven days' notice in writing of their intention to apply for the same.

As from the completion of the new road to the satisfaction of the road authority or as from the date of the said certificate as the case may be all rights of way over or along the existing road or portion [*or* over or along the existing footpath or portion thereof] shall be extinguished, and the company may, subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway, appropriate and use for the purposes of their undertaking the site of the portion of road [*or* footpath] stopped up as far as the same is bounded on both sides by lands of the company:

Provided that the company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section, and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

[*The following clause may be used where a new road is not substituted.*]

Power to stop up road.

31A. The company may stop up the portion of *road* [*or footpath*] [*describing it*] and thereupon all [*public*] rights of way over that portion of *road* shall be extinguished; but such *road* shall not be stopped up unless the company are owners in possession of all houses and lands on both sides thereof, except so far as the owners, lessees and occupiers of those houses and lands may otherwise agree:

[(*c*) Provided that the company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section, and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.]

[*The following clause may be used for extinguishing private rights of way over lands compulsorily acquired, but is not to be extended to public rights of way, interference with which is allowed only in case of specified roads in accordance with clause* 31.]

As to private rights of way over lands taken compulsorily.

31B. All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished: Provided that the company shall make full compensation to all parties interested in respect of any such rights, and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Gas and Water Mains.

Protection of gas and water mains of local authorities.

32. The provisions of sects. 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains, pipes and apparatus of any local authority, and shall be construed as if "local authority" were mentioned in those sections in addition to "company or society": Provided that any penalties recovered under sect. 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated.

Underpinning.

Underpinning of houses near railway.

33. And whereas, in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the railway, it may be necessary to underpin or otherwise strengthen the same, therefore the company at their own costs and charges may and if required by the owners or lessees of any such house or

(*c*) The proviso is omitted only where the clause is limited to *public* rights of way.

building shall, subject as hereinafter provided, underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

(1) At least ten days' notice shall unless in case of emergency be given to the owners, lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened:

(2) Each such notice if given by the company shall be served in manner prescribed by sect. 19 of the Lands Clauses Consolidation Act 1845, and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the company:

(3) If any owner, lessee or occupier of any such house or building or the company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening, the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Board of Trade, and the Arbitration Act 1889 shall apply to the reference:

(4) The arbitrator shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner, lessee or occupier shall prescribe the mode in which the same shall be executed and the company may and shall proceed forthwith so to underpin or strengthen the said house or building:

(5) The company shall be liable to compensate the owners, lessees and occupiers of every such house or building for any inconvenience, loss or damage which may result to them by reason of the exercise of the powers granted by this enactment:

(6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the company such underpinning or strengthening shall

prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the company, then and in every such case, unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee, the company shall make compensation to the owners, lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof:

(7) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the company from the liability to compensate under sect. 68 of the Lands Clauses Consolidation Act 1845 or under any other Act:

(8) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts:

(9) Nothing in this section shall repeal or affect the application of sect. 92 of the Lands Clauses Consolidation Act 1845.

Completion of Works.

Period for completion of works.

34. If the railway is not completed within *five* years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the company for making and completing the railway or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Deposit or Penalty.

Deposit money not to be repaid except so far as railway is opened. [*New Railways.*]

35. Whereas pursuant to the Standing Orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of —— [stock, Exchequer bills] being five per cent. upon the amount of the estimate in respect of the railway has been deposited with [transferred into the name of] the Paymaster General for and on behalf of the Supreme Court [Accountant General of the Supreme Court in Ireland] in respect of the application to Parliament for this Act, which sum [stock, Exchequer bills]

is [are] referred to in this Act as the deposit fund: Be it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons, survivors or survivor are or is in this Act referred to as "the depositors") unless the company shall previously to the expiration of the period limited by this Act for completion of the railway open the same for the public conveyance of passengers, and if the company shall make default in so opening the railway the deposit fund shall be applicable and shall be applied as provided by the next following section: Provided that if within such period as aforesaid the company open any portion of the railway for the public conveyance of passengers, then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway, the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct, and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

36. If the company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers, then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the *London Gazette* shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction or abandonment of the railway or any portion thereof, or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the company by this Act and for which injury or loss no compensation or inadequate compensation has been paid, and shall be distributed in satisfaction of such compensation as

aforesaid in such manner and in such proportions as to the High Court may seem fit, and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation, then the deposit fund or such portion thereof as may not be required as aforesaid shall, if a receiver has been appointed or the company is insolvent or the undertaking has been abandoned, be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the company for the benefit of the creditors thereof, and subject to such application shall be repaid [retransferred] to the depositors: Provided that until the deposit fund has been repaid [retransferred] to the depositors or has become otherwise applicable as hereinbefore mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

[*Substitute for last two preceding clauses in case of new lines of existing companies* (*d*).]

Penalty imposed unless the line is opened within the time limited.

35A. If the company fail within the period limited by this Act to complete the railway, the company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per cent. on the estimated cost of the works, and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in sect. 3 of the Railway and Canal Traffic Act 1854, and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such Court or judge as is specified in that section to an account opened or

(*d*) The two following clauses are to be inserted in every railway Bill whereby the construction of any new line of railway is authorised, or the time for completing any line already authorised is extended, promoted by an existing railway company which is possessed of a railway already opened for public traffic, and which has during the year last past paid dividends on its ordinary share capital, and which does not propose to raise under the Bill a capital greater than its existing authorised capital.

to be opened in the name of the Paymaster General for and on behalf of the Supreme Court [the Accountant General of the Supreme Court in Ireland] in the bank [and to the credit] specified in such warrant or order, and shall not be paid thereout except as hereinafter provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control: Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

36A. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the *London Gazette* shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the company by this Act, and for which injury or loss no compensation or inadequate compensation has been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit; and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall, if a receiver has been appointed or the company is insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has been abandoned, be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the company.

Rates, Charges, and Fares.

37. The company may demand and take for the use of the railway by any other company or person with engines and carriages such reasonable tolls as they think fit. Tolls.

38. The classification of merchandise traffic, including perishable merchandise by passenger train, and the Schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the Schedule to "The Railway Rates and Charges (No. ——) Order 189" (which Order is scheduled to and confirmed by "The Railway Rates and Charges (No. ——) Order Confirmation Act 189" shall be applicable and apply to the company as if it were one of the railway companies named in the [appendix to the Schedule to the] Order confirmed by the said Act *Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding 56 lbs. in weight by passenger train, the company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight.* Rates for merchandise.

39. For the conveyance on the railway of small parcels not exceeding five hundred pounds in weight by passenger trains the company may demand and take any charges not exceeding the following (that is to say):— Charges for small parcels.

For any parcel not exceeding seven pounds in weight threepence:

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence:

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence:

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence:

And for any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight the company may demand any sum they think fit:

Provided always that articles sent in large aggregate quantities, although made up in separate parcels, such as bags of sugar, coffee, meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

Maximum fares for passengers.

40. The maximum fares to be charged by the company for the conveyance of passengers upon the railway, including every expense incidental to such conveyance, shall not exceed the following (that is to say):—

For every passenger conveyed in a first-class carriage threepence per mile:

For every passenger conveyed in a second-class carriage twopence per mile:

For every passenger conveyed in a third-class carriage one penny per mile:

For every passenger conveyed on the railway for a less distance than *three* miles the company may charge as for *three* miles, and every fraction of a mile beyond *three* miles or any greater number of miles shall be deemed a mile.

Passengers' luggage.

41. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and fifty pounds in weight for first-class passengers, one hundred and twenty pounds in weight for second-class passengers, and one hundred pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Foregoing charges not to apply to special trains.

42. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway, in respect of which the company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the company for the conveyance of passengers upon the railway.

Working Agreements, Running Powers, &c.

Power to enter into working agreements with the *A. B.* railway company.

43. The company on the one hand and the *A.B.* Railway Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 enter into agreements with respect to the following purposes or any of them (that is to say):—

The maintenance and management of the railways of the companies respectively or any one or more of them or any part thereof respectively and of the works connected therewith respectively or any of them:

The use or working of the railways or railway or of any part thereof and the conveyance of traffic thereon:

The supply and maintenance by the working company under and during the continuance of any such agreement as aforesaid for the working of the railways of engines, stock and plant necessary for the purposes of such agreement and the employment of officers and servants:

The fixing subject to the authorised maximum rates and the collecting and apportionment of the tolls, rates, charges, receipts and revenues levied, taken or arising in respect of traffic.

[*This clause (except the portion in italics) is in the terms of Part III. of the Railways Clauses Act* 1863, *which should be followed as far as possible with such variations only as may be necessary in particular cases.*]

Running powers.

44.—(1) The company and any company or person lawfully working or using the railways may run over and use with their engines, carriages and waggons, officers and servants whether in charge of engines and trains or for any other purpose whatsoever and for the purposes of traffic of every description—

So much of the railway of the *A.B.* Company as lies between &c.

Together with all other stations and all roads, platforms, points, signals, water, water engines, engine sheds, standing room for engines, booking and other offices, warehouses, sidings, junctions, machinery, works and conveniences on or connected with the said portion of railways and station respectively, and as regards traffic of every description conveyed by them the company may demand and take upon and in respect of the said portion of railway the rates and charges which the *A.B.* Company are entitled to demand and take.

(2) The terms, conditions and regulations to be observed and fulfilled and the tolls, charges, rent or other considerations to be paid by the company for and in respect of the use of the said portion of railway, stations, works and conveniences shall be such as may be agreed upon between the company and the *A.B.* company or failing agreement as may be determined on the application of either of the companies or persons interested by the Railway and Canal Commissioners or any two of them.

(3) In running over and using the said portion of railway and using the stations, sidings and conveniences in accordance with the provisions hereinbefore contained, the regulations and bylaws for the time being in force on the railway so used shall be at all times observed so far as such bylaws shall be applicable.

Short distance charges for passenger traffic.

45. In respect of passengers conveyed partly on the railway of the company and partly on the railway of the *A.B.* Company rates and charges may be charged as for —— miles and for every mile or fraction of a mile beyond —— miles as for one mile only.

[*Here insert clauses (if any) of agreement with local authorities and others, and giving powers to other companies to raise money for subscription to the undertaking* (see *Special Clauses, p.* 914); *and saving clauses (if any).*]

Interest out of Capital, &c.

Interest not to be paid out of capital.

46. No interest shall be paid out of any share or loan capital which the company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

[*Alternative Clause allowed in case of new companies.*]

Power to pay interest out of capital during construction.

47. Notwithstanding anything in this Act or in any Act or Acts incorporated herewith the company may out of any money by this Act authorised to be raised pay interest at such rate not exceeding *four* pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine, but subject always to the conditions hereinafter stated (that is to say):—

(a) No such interest shall begin to accrue until the company shall have deposited with the Board of Trade a statutory declaration by two of the directors and the secretary of

the company that two-thirds at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors, administrators or assigns are legally liable for the same:

(b) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear:

(c) The aggregate amount to be so paid for interest shall not exceed —— pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the company may be exercised, but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid:

(d) Notice that the company has power so to pay interest out of capital shall be given in every prospectus, advertisement or other document of the company inviting subscriptions for shares and in every certificate of shares:

(e) The half-yearly accounts of the company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section.

Save as hereinbefore set forth no interest shall be paid out of any share or loan capital which the company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him, but nothing in this Act shall prevent the company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposits for future Bills not to be paid out of capital.

48. The company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the company to construct any other railway or to execute any other work or undertaking.

Saving for General Acts.

Provisions of general Railway Acts.

49. Nothing in this Act contained shall exempt the company or the railway from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act, or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act.

Costs of Bill.

50. All costs, charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the company.

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2. SPECIAL CLAUSES *in* Railway Bills.

1. Division of Shares into Preferred and Deferred Half Shares.

Power to divide shares.

1. Subject to the provisions of this Act the company with the authority of three-fourths of the votes of the shareholders present in person or by proxy at a general meeting of the company specially convened for the purpose may divide any shares in their capital into half shares of which one shall be called "preferred half share" and the other shall be called "deferred half share"; but the company shall not divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon) and the residue to the credit of the preferred half share.

Dividends on half shares.

2. The dividends which would be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following (that is to say) first in payment of dividend after such rate not exceeding —— per centum per annum as shall be determined once for all at a general meeting of the company specially convened

for the purpose, on the amount for the time being paid up on the preferred half share, and the remainder if any in payment of dividend on the deferred half share, and the company shall not pay any greater amount of dividend on the two half shares than would have been payable on the entire share if the same had not been divided.

Dividend on preferred half shares to be paid out of profits of year only.

3. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the company as aforesaid in priority to the deferred half share bearing the same number; but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year, no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the company.

Half shares to be registered and certificates issued.

4. Forthwith after the creation of any half shares the same shall be registered by the directors, and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued, and the directors shall issue certificates of the half shares accordingly, and shall cause an entry to be made in the register of the entire shares of the conversion thereof; but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost, and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated in certificates.

5. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of preferred half shares.

6. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for nonpayment of calls shall apply to all preferred half shares created under the authority of this Act, and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share; and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred half shares not to be cancelled or surrendered.

7. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the company.

Half shares to be half shares in capital.

8. The several half shares under this Act shall be half shares in the capital of the company and every two half shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the company and (subject to the provisions hereinbefore contained) shall confer and have all such other rights, qualifications, privileges, liabilities and incidents as attach and are incident to an entire share.

2. Power to another Company to subscribe to the Undertaking and to raise money for that Purpose.

Power to Company to subscribe and to apply funds for that purpose.

1. The *Middlesex* Railway Company may, with the authority of three-fourths of the votes of their shareholders present in person or by proxy at a general meeting of the said company specially convened for the purpose, subscribe such monies as they may think fit towards the undertaking not exceeding in the whole —— pounds; and the said company may with the like authority contribute and apply in or towards payment of their said subscription any monies which they are already authorised to raise and which may not be required by them for the purposes of their undertaking, and also any monies which they are by this Act authorised to raise, and the said company shall in respect of the sums to be subscribed and the corresponding shares in the company to be held by them have all the powers, rights and privileges (except in regard to voting at general meetings, which shall be as hereinafter provided) and be subject to all the obligations and liabilities of proprietors of shares in the company: Provided always that the *Middlesex* company shall not sell, dispose of or transfer any of the shares in the company for which they may subscribe.

[*The above clause should be inserted immediately before the borrowing powers. The following clauses should be inserted in the latter part of the Bill immediately before the saving clauses (if any) or Standing Order clauses.*]

[*Borrowing powers will not be allowed for the purposes of contribution.*]

Power to raise money

2. The *Middlesex* company may raise for the purposes of their subscription to the undertaking any capital not exceeding in

nominal amount —— pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively; and the clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say):— by the creation of shares or stock.

The distribution of the capital of the company into shares;
The transfer or transmission of shares;
The payment of subscriptions and the means of enforcing the payment of calls;
The forfeiture of shares for nonpayment of calls;
The remedies of creditors of the company against the shareholders;
The consolidation of the shares into stock;
The general meetings of the company and the exercise of the right of voting by the shareholders;
The making of dividends;
The giving of notices; and
The provision to be made for affording access to the special Act by all parties interested.

and Part I. (relating to cancellation and surrender of shares) and Part II. (relating to additional capital) of the Companies Clauses Act 1863 shall extend and apply to the *Middlesex* company and to the additional capital which they are by this Act authorised to raise.

[*This clause will require modification in all cases where the provisions of the special Acts of the subscribing company differ from those of the general Act.*]

3. The *Middlesex* company shall not issue any share under the authority of this Act of less nominal value than ten pounds nor shall any share vest in the person or corporation accepting the same, unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof. Shares not to be issued until one-fifth paid up.

4. All monies which the *Middlesex* company may raise under the powers of this Act shall be applied for the purposes of the before-mentioned subscription only. Application of moneys raised by the company.

5. The *Middlesex* company, whilst shareholders of the company, may by writing under their common seal from time to time appoint some person to attend any meeting of the company and Votes of M. Company at general meetings.

such person shall have all the privileges and powers attaching to a shareholder of the company at such meetings and may vote thereat in respect of the capital held by the *Middlesex* company.

3. Debenture Stock.

[*Where Clause* 14, *page* 895, *has been already adopted in an existing Act.*]

Debenture stock.

1. The company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 and of sect. —— of the —— Act 18— (*the Act by which the debenture stock is originally authorised*).

Priority of principal monies secured by existing mortgages.

2. The principal monies secured by all mortgages granted by the company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof, shall during the continuance of such mortgages have priority over the principal monies secured by any mortgages granted by virtue of this Act.

[*The following older form gives priority to both principal and interest in the case of mortgages.*]

Existing mortgages to have priority.

2A. All mortgages [and bonds] granted by the company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages [and bonds], and subject to the provisions of the Acts under which such mortgages [and bonds] were respectively granted, have priority over any mortgages granted by virtue of this Act; but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the company.

4. Power to raise Additional Capital.

Power to raise additional capital.

1. The company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise any additional capital not exceeding in the whole —— pounds nominal capital by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively; but the company shall not issue any share of less nominal value than *ten* pounds nor shall any share vest in the person accepting the same unless and until a sum not

being less than one-fifth of the amount of such share shall have been paid in respect thereof.

New shares or stock to be subject to the same incidents as other shares or stock.

2. [Except as by this Act otherwise provided] the capital in new shares or stock created by the company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers, provisions, liabilities, rights, privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the company of the same class or description and the new shares or stock were shares or stock in that capital.

New shares or stock to form part of capital of company.

3. The capital in new shares or stock so created shall form part of the capital of the company.

Dividends on new shares or stock.

4. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called up and paid on such new shares or to the whole amount of such stock as the case may be.

Restriction as to votes in respect of preferential shares or stock.

5. Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned.

New and existing shares or stock may be of same class.

6. Subject to the provisions of any Act already passed by which the company are authorised to raise capital by new shares or stock and to the provisions of this Act, [and any other Act passed in the present Session of Parliament whether before or after the passing of this Act by which the company may be authorised to raise capital by new shares or stock,] the company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Power to borrow.

7. The company may in respect of the additional capital of —— pounds which they are by this Act authorised to raise borrow on mortgage of the undertaking any monies not exceeding in the whole —— pounds; but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one half of such capital is paid up, and the company have proved to the justice who

is to certify under the fortieth section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that shares for the whole of such capital have been issued and accepted, and that one half of such capital has been paid up, and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted [and to the extent aforesaid paid up] bonâ fide, and are held by the persons to whom the same were issued or their executors, administrators, successors or assigns, and also so far as the said additional capital is raised by shares that such persons or their executors, administrators, successors or assigns are legally liable for the same, and upon production to such justice of the books of the company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

5. Railway Constables.

Railway constables.

Subject to the conditions hereinafter set forth, any two justices having jurisdiction in any one of the counties, cities or boroughs in which the constables hereinafter mentioned are to act may on the application of the company appoint all or so many as they think fit of the persons recommended to them for that purpose by the company to act as special constables upon and within the whole of the railways, stations and works belonging to or worked by the company, [either solely or jointly with any other company, companies or committee,] and the following provisions shall apply to every appointment so made:—

(1) Every person so appointed shall make oath or declaration in due form of law before any justice having jurisdiction in any one of the counties, cities or boroughs in which such person is to act duly to execute the office of a constable:

(2) Every person so appointed and having been sworn or having made declaration as aforesaid shall during the continuance of his appointment have all the powers, pro-

tection and privileges of a constable in respect of the exercise of his duties, and may follow and arrest any persons who has departed from any of the said railways, stations or works after committing therein or thereon any offence for which he might have been arrested while within or upon the said railways, stations or works:

(3) Any two justices assembled and acting together or the company may dismiss from his office [*or* accept the resignation of] any constable so appointed, and thereupon all powers, protection and privileges belonging to such person by virtue of such appointment shall wholly cease. No person so dismissed [*or* resigning] shall be capable of being re-appointed except with the consent of the authority by whom he was dismissed:

(4) The local authorities of any county, city or borough shall not be liable for any expense of or be responsible for any acts or defaults of such constables or for anything connected with or consequent upon their appointment, and nothing in this Act contained shall restrict or affect the jurisdiction or powers of the respective local authorities of the county, city or borough as the case may be or of any police force:

(5) A constable appointed as aforesaid shall not act as such unless he be in uniform or provided with an authority to act as a constable, which authority the justice before whom such constable makes oath or declaration as aforesaid is hereby empowered to grant, and if the constable be not in uniform he shall show such authority whenever called upon to do so.

6. Use of Electrical Power.

Railway may be worked by electrical power.

1. Subject to the provisions of this Act and of any regulations to be prescribed by the Board of Trade (in this Act referred to as the Board of Trade Regulations) the company may work the traffic on the railway by electrical power and for that purpose may lay down along the railway and maintain and use mains, lines and apparatus for transmitting electrical energy.

Lands for generating station.

2. Subject to the provisions of this Act the company may appropriate and use as stations for generating electrical energy and

for providing and working thereon engines, dynamos and other electrical plant and works the lands described in the —— schedule but the company shall not create or permit any nuisance on such lands and shall not erect any generating station except upon the said lands [or the lands described in the —— Act].

Power to hold patent rights.

3. The company may acquire and hold patent and other rights and licences (not being exclusive) in relation to the use of electrical power for the purposes of this Act.

Provisions as to use of electrical power.

4. (*e*) The following provisions shall apply to the use of electrical power under this Act unless such power is entirely contained in and carried along with the carriages:—

(1) The company shall employ either insulated returns or uninsulated metallic returns of low resistance:

(2) The company shall take all reasonable precautions in constructing, placing and maintaining their electric lines and circuits and other works of all descriptions and also in working their undertaking so as not injuriously to affect by fusion or electrolytic action any gas or water pipes or other metallic pipes, structures or substances, or to interfere with the working of any wire, line or apparatus from time to time used for the purpose of transmitting electrical power or of telegraphic, telephonic or electric signalling communication or the currents in such wire, line or apparatus:

(3) The electrical power shall be used only in accordance with the Board of Trade Regulations, and in such regulations provisions shall be made for preventing fusion or injurious electrolytic action of or on gas or water pipes or other metallic pipes, structures or substances and for minimising as far as is reasonably practicable injurious interference with the electric wires, lines and apparatus of other parties and the currents therein whether such lines do or do not use the earth as a return:

(4) The company shall be deemed to take all reasonable and proper precautions against interference with the working of any wire, line or apparatus if and so long as they

(*e*) In Bills containing this clause, provisions rendering the company liable in any event for injurious interference with pipes or wires of other parties are not allowed.

adopt and employ, at the option of the company, either such insulated returns or such uninsulated metallic returns of low resistance and such other means of preventing injurious interference with the electric wires, lines and apparatus of other parties and the currents therein as may be prescribed by the Board of Trade regulations, and in prescribing such means the Board shall have regard to the expense involved and to the effect thereof upon the commercial prospects of the undertaking:

(5) At the expiration of two years from the passing of this Act the provisions of this section shall not operate to give any right of action in respect of injurious interference with any electric wires, lines or apparatus or the currents therein, unless in the construction, erection, maintaining and working of such wires, lines and apparatus all reasonable and proper precautions including the use of an insulated return have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents:

(6) If any difference arises between the company and any other party with respect to anything in this section contained, such difference shall unless the parties otherwise agree be determined by the Board of Trade or at the option of the Board by an arbitrator to be appointed by the Board and the costs of such determination shall be in the discretion of the Board or of the arbitrator as the case may be:

(7) (*f*) *When any department of His Majesty's Government represents to the Board of Trade that the use of electrical power under this Act injuriously affects or is likely to injuriously affect any instruments or apparatus whether electrical or not used in any observatory or laboratory belonging to or under the control of that Department, the Board of Trade after such inspection or inquiry as they may think proper may by their regu-* [*Observatories protection.*]

(*f*) London district, and elsewhere in neighbourhood of observatories, &c.

lations require the company to use such reasonable and proper precautions including insulated returns as the Board of Trade may deem necessary for the prevention of such injurious affection. For the purposes of this subsection any inspector of the Board of Trade may during his inspection of the company's works and apparatus be accompanied by any person or persons appointed in that behalf by the Government Department concerned and the company shall give all due facilities for the inspection. Provided always that, in the case of any observatory or laboratory established after the passing of this Act or of any instruments or apparatus hereafter used in any existing observatory or laboratory which may be of greater delicacy than those used therein at the passing of this Act, the Board of Trade shall consider to what extent if any it is expedient in the interests of the public that the powers of this subsection should be exercised, regard being had to the site of the observatory or laboratory or the purposes of the instruments or apparatus as the case may be:

Penalty.

(8) The company using electrical power contrary to the provisions of this Act or of the Board of Trade regulations shall for every such offence be subject to a penalty not exceeding ten pounds, and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which such offence continues after conviction thereof. Provided always that, whether any such penalty has been recovered or not, the Board of Trade, if in their opinion the company in the use of electrical power under the authority of this Act have made default in complying with the provisions of this Act or the Board of Trade regulations, may by order direct the company to cease to use electrical power, and thereupon the company shall cease to use electrical power and shall not again use the same unless with the authority of the Board of Trade; and in every such case the Board of Trade shall make a special report to Parliament notifying the making of such order:

(9) The expression "*company*" in this section includes licensees

and any person owning, working or running carriages over any railway of the *company*.

Clause for protection of Postmaster-General (*g*).

5. In the event of the railways of the *company* or any part thereof being worked by electricity the following provisions shall have effect:—

(1) The *company* shall so construct their electric lines and works of all descriptions and shall so work their undertaking in all respects as to prevent any interference whether by induction or otherwise with the telegraphic lines from time to time laid down or used by the Postmaster-General or with telegraphic communication by means of such lines:

(2) If any telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the *company* is injuriously affected, and he is of opinion that such injurious affection is or may be due to the construction of the company's works or to the working of the undertaking, the engineer-in-chief of the Post Office or any person appointed in writing by him may, at all times when electrical energy is being generated by the *company*, enter any of the company's works for the purpose of inspecting the *company's* plant and the working of the same; and the *company* shall in the presence of such engineer-in-chief or such appointed person as aforesaid make any electrical tests required by the Postmaster-General, and shall produce for the inspection of the Postmaster-General the records kept by the *company* pursuant to the Board of Trade regulations:

(3) If a telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the *company* be injuriously affected, and he is unable to ascertain whether such injurious affection is caused by the *company* or by any other persons generating or using electrical currents for traction purposes, the Postmaster-General may give notice to the *company* requiring them to make at such times as he may specify such experi-

(*g*) This clause is required to be inserted in Bills for underground electric railways.

ments (by working their generating stations, running their cars or otherwise working any part of their undertaking, or in case of continuous working by stopping the current generated for the purpose of their undertaking at such times as would not unduly interfere with the traffic) as he may deem necessary to enable him to discover which of the undertakings causes the disturbance, and such tests shall be carried out by the *company* as and when required by the Postmaster-General:

(4) In the event of any contravention of or wilful non-compliance with this section by the *company* or their agents the *company* shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues, or if the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues:

(5) This section shall not apply to any telegraphic line of the Postmaster-General laid down or placed by him on or along the railway:

(6) In this section the expression "electric line" has the same meaning as in the Electric Lighting Act 1882 and the expression "telegraphic line" has the same meaning as in the Telegraph Act 1878:

(7) Nothing in this section contained shall be held to deprive the Postmaster-General of any existing right to proceed against the *company* by indictment, action or otherwise in relation to any of the matters aforesaid.

7. Abandonment of Railway.

Company may abandon portions of authorised line.

1. The company shall abandon the construction of so much of the railway authorised by the —— Act —— as lies between ——.

Compensation for damage to land by entry, &c. for purposes of railways abandoned.

2. The abandonment by the company under the authority of this Act of any portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of railway, and shall not prejudice or affect

the right of the owner or occupier of any land which has been temporarily occupied by the company to receive compensation for such temporary occupation, or for any loss, damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the —— Act.

Compensation to be made in respect of portions of railways abandoned.

3. Where before the passing of this Act any contract has been entered into or notice given by the company for the purchasing of any land for the purposes of or in relation to any portions of the railways or works authorised to be abandoned by this Act, the company shall be released from all liability to purchase or to complete the purchase of any such land, but, notwithstanding, full compensation shall be made by the company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice, and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof.

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3. MODEL TRAMWAY BILL.

Incorporation of general Acts.

1. The Companies Clauses Consolidation Act 1845, Part I. (relating to cancellation and surrender of shares) of the Companies Clauses Act 1863 as amended by subsequent Acts, the Lands Clauses Acts, and sect. 3 (Interpretation of terms) Part II. (Construction of tramways) and Part III. (General provisions) of the Tramways Act 1870, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

2. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction: And in this Act unless the context otherwise requires—

"The company" means the company incorporated by this Act;

"The tramways" and "the undertaking" mean respectively the tramways and other works and the undertaking by this Act authorised;

"Mechanical power" includes electrical and every other motive power not being steam or animal power;

"Engine" includes motor.

"Contingencies" in sect. 122 of the Companies Clauses Consolidation Act 1845 include the contingency of the undertaking being sold to the local authority under sect. 43 of the Tramways Act 1870 at a sum less than the aggregate amount of the capital and debts of the company.

[And in this Act and for the purposes of this Act in the Tramways Act 1870 and the incorporated Acts the expression "local authority" shall mean in reference to a rural district the district council of that district.]

Incorporation of company.

3. [*Incorporation clause; see* p. 893.]

Power to Construct.

Power to make tramways.

4. Subject to the provisions of this Act *and of Parts II. and III. of the Tramways Act* 1870 the Company may make, form, lay down, work, use and maintain the tramways hereinafter described in the lines and according to the levels and within the limits of deviation shown on the deposited plans and sections and in all respects in accordance with those plans and sections with all proper rails, plates, works and conveniences connected therewith: Provided that nothing in this Act shall authorise any interference with electric lines and works of any undertakers under the Electric Lighting Acts 1882 and 1888 to which the provisions of sect. 15 of the former Act apply except in accordance with and subject to the provisions of that section.

The tramways hereinbefore referred to and authorised by this Act are—

A tramway (*single* line —— in length commencing at —— and terminating at ——.

[*The Standing Orders require that the length of each tramway shall be set forth in miles, furlongs, chains, and links or yards, or decimals of a chain; also a statement whether the tramway is a single or double line.*]

Power to erect generating station.

5. The company may erect, maintain and use, on the lands described in the *First* Schedule to this Act annexed, a station or stations for producing and generating, transforming, storing and applying electrical power with all such buildings, engines, batteries, dynamos, accumulators and other plant, machinery, apparatus, works and conveniences as may be necessary or suitable for those purposes and may produce, generate, transform, store, use and apply such power accordingly, but the company shall not create or permit any nuisance on such lands, and shall not erect any generating station except upon the said lands [*or* the lands described in the —— Act].

As to electrical works, &c.

6.—(1) The company may, in, under or over the surface of the streets or roads in which the tramways by this Act authorised will be situate, or in which it may be necessary so to do in order to connect the tramways with any generating station, construct, lay down, erect, maintain, renew and repair electric wires, conductors, posts, tubes, boxes and other electrical apparatus, and may make and maintain openings and ways for the purpose of working the tramways by electrical power, and may for that purpose subject to the provisions contained in Part II. of the Tramways Act 1870 and to the provisions of this Act open and break up any such street or road and any sewers, drains, water or gas pipes, tubes, wires, telephonic and telegraphic apparatus therein or thereunder: Provided as follows:—

(a) All posts and apparatus erected by the company under the powers of this Act in any street or road shall be of such design as the local authority may approve and shall be placed in such position as the local authority and road authority may approve: Provided that no post or other apparatus shall be erected on the carriageway except with the consent of the Board of Trade;

(b) The route in which any electrical apparatus is to be laid or erected for the purpose of connecting the tramways with a generating station shall be approved by the local authority and the road authority, within whose jurisdiction each portion of the route is situate.

(2) Nothing in this section shall extend to or authorise any interference with any works of any undertakers within the meaning of the Electric Lighting Acts 1882 and 1888 to which the provisions of sect. 15 of the former Act apply.

Temporary tramways may be made when necessary.

7. When by reason of the execution of any work affecting the surface or soil of any road along or across the carriageway of which any of the tramways are or is laid it shall in the opinion of the road authority be expedient temporarily to remove or discontinue the use of such tramway or any part thereof, the company may, with the consent of the road authority and subject to such conditions as the road authority may impose, construct in the same or any adjacent road and (so long as occasion may require) maintain a temporary tramway in lieu of the tramway or part of the tramway so removed or discontinued.

If any difference arises between the company and the road authority with respect to any conditions or with respect to the mode of constructing any temporary tramway under the authority of this section, the same shall be settled by arbitration under this Act.

Company may reduce footpath for constructing tramway.

8. The company may increase the roadway of the portions of streets mentioned in this section to such extent as may be necessary to leave a space of nine feet and six inches between the outside of the footpath on each or either side of such street and the nearest rail of the tramway by reducing the width of the footpath on each or either side of such street Provided that no footpath shall be reduced in width so as to be less than *six* feet wide.

The portions of streets referred to in this section are the following, that is to say:—

Shelters or waiting-rooms.

9. The company may erect and maintain shelters or waiting-rooms for the accommodation of passengers, and may with the consent of the local authority and road authority use for that purpose portions of the public streets or roads.

Mode of Construction, Restrictions, &c.

Gauge of tramways.

10.—(1) The tramways shall be constructed on a gauge of *four feet eight and a half inches* or such other gauge as may from time to time be approved by the Board of Trade but carriages or trucks adapted to run on railways shall not be run thereon.

(2) In the event of the tramways being constructed on a less gauge than *four feet eight and a half inches* so much of sect. 34 of the Tramways Act 1870 as limits the extent of the carriage used on any tramway beyond the edge of the wheels of such carriage shall not apply to carriages used on the tramways but

no carriage or engine shall exceed *six feet three inches* in width or such other width as may from time to time be prescribed by the Board of Trade.

Rails of tramways.

11. The rails of the tramways shall be such as the Board of Trade may approve.

Plan of proposed mode of construction.

12. In addition to the requirements of sect. 26 of the Tramways Act 1870 the company shall lay before the Board of Trade and the road authority a plan showing the proposed mode of constructing, laying down and renewing such tramways, and a statement of the materials intended to be used therein, and the company shall not commence the construction, laying down and renewal of any of the tramways or part of any of the tramways respectively until such plan and statement have been approved by the Board of Trade, and after such approval the works shall be executed in accordance in all respects with such plan and statement and under the superintendence and to the reasonable satisfaction of the surveyor of the road authority as provided by sect. 26 of the said Act.

Penalty for not maintaining rails and roads.

13.—(1) The company shall at all times maintain and keep in good condition and repair and so as not to be a danger or annoyance to the ordinary traffic the rails of the tramways *by this Act authorised and of all other tramways of the company* and the sub-structure upon which the same rest, and if the company at any time fail to comply with this provision or with the provisions of sect. 28 of the Tramways Act 1870, they shall be liable to a penalty not exceeding five pounds and to a daily penalty not exceeding five pounds. *The tramways of the company for the purposes of this section include any tramways purchased by the company or taken on lease by them during the continuance of any such lease.*

(2) In case it is represented in writing to the Board of Trade by the road authority of any district in which the tramways or any portion thereof are or is situate or by twenty inhabitant ratepayers of such district that the *company* have made default in complying with the provisions in this section contained or with any of the requirements of sect. 28 of the Tramways Act 1870, the Board of Trade may if they think fit direct an inspection by an officer to be appointed by the said Board, and if the officer reports that the default mentioned in such representation has been proved to his satisfaction, then and in every such case a copy of

such report certified by a secretary or an assistant secretary of the Board of Trade may be adduced as evidence of such default and of the liability of the *company* to such penalty or penalties in respect thereof as is or are by this section imposed.

Tramway to be kept on level of surface of road.

14. If and whenever after the passing of this Act any road authority alters the level of any road along or across which any part of the tramway is laid or authorised to be laid, the *company* may and shall from time to time alter or (as the case may be) lay their rails so that the uppermost surface thereof shall be on a level with the surface of the road as altered.

Application of road materials excavated in construction of works.

15. Any paving, metalling or material excavated by the *company* in the construction of the tramways from any road under the jurisdiction or control of any road authority may be applied by the *company* so far as may be necessary in or towards the reinstatement of the road and the maintenance for six months after completion of any of the tramways within the district of such road authority of so much of the roadway on either side of such tramways as the *company* are by sect. 28 of the Tramways Act 1870 required to maintain; and the *company* shall if so required deliver the surplus paving, metalling or material not used or required to be retained for the purposes aforesaid to the surveyor of the road authority or to such person or persons as he may appoint to receive the same: Provided that if within seven days after the setting aside of the surplus arising from the excavation of any such paving, metalling or material and notice duly given such surplus is not removed by such surveyor or by some other person named by him for that purpose, such surplus paving, metalling or material shall absolutely vest in and belong to the *company* and may be dealt with, removed and disposed of by them in such manner as they may think fit. Any difference between the *company* and any road authority or surveyor or other person with reference to any of the matters aforesaid shall be settled by an arbitrator to be nominated by the Board of Trade on the application of either party.

Sanitary authority to have access to sewers.

16. Every sanitary authority shall at all times have free access to and communication with all their sewers and drains and power to lay lateral and private drains to communicate therewith without the consent or concurrence of the *company*, and the provisions contained in sects. 32 and 33 of the Tramways Act 1870 shall be applicable in the case of any sewer or private drain of or

under the control of the said authority as if the same were a pipe for the supply of gas or water.

Cross-overs to be constructed in certain cases.

17. Where in any road in which a double line of tramway is laid there shall be less width between the outside of the footpath on either side of the road and the nearest rail of the tramway than nine feet six inches, the *company* shall if and where required by the Board of Trade construct a cross-over or cross-overs connecting the one tramway with the other and by the means of such cross-over or cross-overs the traffic shall when necessary be diverted from one tramway to the other.

Power to make additional cross-overs and to double tramway lines.

18.—(1) The *company* may subject to the provisions of this Act with the consent of the Board of Trade make, maintain, alter and remove such cross-overs, passing-places, sidings, junctions and other works in addition to those particularly specified in and authorised by this Act as they find necessary or convenient for the efficient working of the tramways or for providing access to any warehouses, stables or carriage-houses or works of the company.

(2) Notwithstanding anything shown on the deposited plans the *company* may, with the consent of the Board of Trade, lay down double lines in lieu of single or interlacing lines or single lines in lieu of double or interlacing lines or interlacing lines in lieu of double or single lines on any of the tramways, and may with the like consent at any time alter the position in the road of any of the tramways or any part thereof.

(3) Provided that if in the construction of any works under this section any rail is intended to be laid nearer to the footpath than previously authorised in such a manner that, for a distance of thirty feet or upwards, a less space than nine feet six inches would intervene between it and the outside of the footpath on either side of the road, the *company* shall not less than one month before commencing the works give notice in writing to every owner and occupier of houses, shops or warehouses abutting on the place where such less space would intervene, and such rail shall not be so laid if the owners or occupiers of one-third of such houses, shops or warehouses by writing under their hands addressed and delivered to the *company* within three weeks after receiving the notice from the *company* express their objection thereto.

Use of Mechanical Power.

Provisions as to motive power.

19. The carriages used on the tramways may be moved by animal power or subject to the following provisions by mechanical power (that is to say):—

(1) The mechanical power shall not be used except with the consent of and according to a system approved by the Board of Trade:

(2) The Board of Trade shall make regulations (in this Act referred to as "the Board of Trade regulations") for securing to the public all reasonable protection against danger arising from the use under this Act of mechanical power on the tramways and for regulating the use of electrical power:

(3) The *company* (*h*) or any [other] company or person using any mechanical power on the tramways contrary to the provisions of this Act or of the Board of Trade regulations shall for every such offence be liable to a penalty not exceeding ten pounds and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which such offence is continued after conviction thereof:

(4) The Board of Trade if they are of opinion—

(a) That the *company* or such [other] company or person have or has made default in complying with the provisions of this Act or of the Board of Trade regulations, whether a penalty in respect of such non-compliance has or has not been recovered; or—

(b) That the use of mechanical power as authorised under this Act is a danger to the passengers or the public;

may by order either direct the *company* or such [other] company or person to cease to use such mechanical power or permit the same to be continued only subject to such conditions as the Board of Trade may impose, and the *company* or such [other] company or person shall comply with every such order. In every such case the Board of

(*h*) Or corporation, district council, or as the case may be.

Trade shall make a special report to Parliament notifying the making of such order.

20 (*i*). The following provisions shall apply to the use of electrical power under this Act unless such power is entirely contained in and carried along with the carriages:— Special provision as to use of electrical power.

(1) The *company* shall employ either insulated returns or uninsulated metallic returns of low resistance:

(2) The *company* shall take all reasonable precautions in constructing, placing and maintaining their electric lines and circuits and other works of all descriptions, and also in working their undertaking, so as not injuriously to affect by fusion or electrolytic action any gas or water pipes or other metallic pipes, structures or substances or to interfere with the working of any wire, line or apparatus from time to time used for the purpose of transmitting electrical power or of telegraphic, telephonic or electric signalling communication or the currents in such wire, line or apparatus:

(3) The electrical power shall be used only in accordance with the Board of Trade regulations and in such regulations provision shall be made for preventing fusion or injurious electrolytic action of or on gas or water pipes or other metallic pipes, structures or substances, and for minimising as far as is reasonably practicable injurious interference with the electric wires, lines and apparatus of other parties and the currents therein, whether such lines do or do not use the earth as a return:

(4) The *company* shall be deemed to take all reasonable precautions against interference with the working of any wire, line or apparatus, if and so long as they adopt and employ at the option of the *company* either such insulated returns or such uninsulated metallic returns of low resistance and such other means of preventing injurious interference with the electric wires, lines and apparatus of other parties and the currents therein as may be prescribed by the Board of Trade regulations,

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(*i*) Provisions in protective clauses, rendering the company liable in any event for injurious interference with pipes or wires of other parties, are not allowed.

and in prescribing such means the Board shall have regard to the expense involved and to the effect thereof upon the commercial prospects of the undertaking:

(5) At the expiration of two years from the passing of this Act the provisions of this section shall not operate to give any right of action in respect of injurious interference with any electric wire, line or apparatus or the currents therein, unless in the construction, erection, maintaining and working of such wire, line and apparatus all reasonable precautions including the use of an insulated return have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents:

(6) If any difference arises between the *company* and any other party with respect to anything hereinbefore in this section contained, such difference shall unless the parties otherwise agree be determined by [arbitration] the Board of Trade or at the option of the Board by an arbitrator to be appointed by the Board, and the costs of such determination shall be in the discretion of the Board or of the arbitrator as the case may be:

[*Observatories protection.*]

(7) *When any Department of His Majesty's Government represents to the Board of Trade that the use of electrical power under this Act injuriously affects or is likely to injuriously affect any instruments or apparatus whether electrical or not used in any observatory or laboratory belonging to or under the control of that Department, the Board of Trade after such inspection or inquiry as they may think proper may by their regulations require the company to use such reasonable and proper precautions including insulated returns as the Board of Trade may deem necessary for the prevention of such injurious affection. For the purposes of this subsection any inspector of the Board of Trade may during his inspection of the company's works and apparatus be accompanied by any person or persons appointed in that behalf by the Government Department concerned, and the company shall give all due facilities for the inspection. Provided always that in the case of any observatory or laboratory established after the passing of this Act or*

of any instruments or apparatus hereafter used in any existing observatory or laboratory which may be of greater delicacy than those used therein at the passing of this Act, the Board of Trade shall consider to what extent if any it is expedient in the interests of the public that the powers of this subsection should be exercised, regard being had to the site of the observatory or laboratory or the purposes of the instruments or apparatus as the case may be:

(8) The expression "*company*" in this section shall include [lessees (*k*)] licensees and any person owning, working or running carriages over any tramway of the *company*.

Alteration of telegraph lines of Postmaster-General.

21. Notwithstanding anything in this Act contained, if any of the works authorised to be executed by this Act involves or is likely to involve any alteration of any telegraphic line belonging to or used by the Postmaster-General the provisions of sect. 7 of the Telegraph Act 1878 shall apply (instead of the provisions of sect. 30 of the Tramways Act 1870) to any such alteration.

For protection of Post Office telegraph lines.

22 (*l*). In the event of any tramways of the *company* being worked by electricity the following provisions shall have effect:—

(1) The *company* shall construct their electric lines and other works of all descriptions and shall work their undertaking in all respects with due regard to the telegraphic lines from time to time used or intended to be used by His Majesty's Postmaster-General and the currents in such telegraphic lines, and shall use every reasonable means in the construction of their electric lines and other works of all descriptions and the working of their undertaking to prevent injurious affection whether by induction or otherwise to such telegraphic lines or the currents therein. Any difference which arises between the Postmaster-General and the *company* as to compliance with this subsection shall be determined by arbitration:

(2) If any telegraphic line of the Postmaster-General is

(*k*) Where the promoters are a local authority.

(*l*) This clause is proper to be used also in the case of above-ground railways worked by electricity.

injuriously affected by the construction by the *company* of their electric lines and works or by the working of the undertaking of the *company*, the *company* shall pay the expense of all such alterations in the telegraphic lines of the Postmaster-General as may be necessary to remedy such injurious affection:

(3) Before any electric line is laid down or any act or work for working the tramways by electricity is done within ten yards of any part of a telegraphic line of the Postmaster-General (other than repairs), the *company* or their agents not more than twenty-eight nor less than fourteen days before commencing the work shall give written notice to the Postmaster-General specifying the course of the line and the nature of the work including the gauge of any wire, and the *company* and their agents shall conform with such reasonable requirements (either general or special) as may from time to time be made by the Postmaster-General for the purpose of preventing any telegraphic line of the Postmaster-General from being injuriously affected by the said act or work. Any difference which arises between the Postmaster-General and the *company* as to any requirement so made shall be determined by arbitration:

(4) If any telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the *company* is injuriously affected and he is of opinion that such injurious affection is or may be due to the construction of the company's works or to the working of the undertaking, the engineer-in-chief of the Post Office or any person appointed in writing by him may at all times when electrical energy is being generated by the *company* enter any of the company's works for the purpose of inspecting the *company's* plant and the working of the same, and the *company* shall in the presence of such engineer in chief or such appointed person as aforesaid make any electrical tests required by the Postmaster-General, and shall produce for the inspection of the Postmaster-General the records kept

by the *company* pursuant to the Board of Trade regulations: (*m*)

(5) In the event of any contravention of or wilful non-compliance with this section by the *company* or their agents the *company* shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues or if the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues:

(6) Provided that nothing in this section shall subject the *company* or their agents to a fine under this section if they satisfy the court having cognisance of the case that the immediate doing of any act or the execution of any work in respect of which the penalty is claimed was required to avoid an accident or otherwise was a work of emergency, and that they forthwith served on the postmaster or sub-postmaster of the postal telegraph office nearest to the place where the act or work was done a notice of the execution thereof, stating the reason for doing or executing the same without previous notice:

(7) For the purposes of this section a telegraphic line of the Postmaster-General shall be deemed to be injuriously affected by an act or work if telegraphic communication by means of such line is whether through induction or otherwise in any manner affected by such act or work or by any use made of such work:

(8) For the purposes of this section and subject as therein provided sects. 2, 10, 11 and 12 of the Telegraph Act 1878 shall be deemed to be incorporated with this Act:

(9) The expression "electric line" has the same meaning in this section as in the Electric Lighting Act 1882:

(10) Any question or difference arising under this section which is directed to be determined by arbitration shall be determined by an arbitrator appointed by the Board of Trade on the application of either party, whose decision

(*m*) Where this clause is applied to a company having a separate electrical undertaking, this sub-section may be confined to the works "by this Act authorised" and to the generation of electrical energy "for the purposes of this Act."

shall be final, and sects. 30 to 32 both inclusive of the Regulation of Railways Act 1868 shall apply in like manner as if the *company* or their agents were a company within the meaning of that Act:]

(11) Nothing in this section contained shall be held to deprive the Postmaster-General of any existing right to proceed against the *company* by indictment, action or otherwise in relation to any of the matters aforesaid:

(12) In this section the expression "the *company*" includes their lessees and any person owning, working or running carriages on any of the tramways of the *company*.

Use of tramway posts by Postmaster-General.

23.—(1) It shall be lawful for the Postmaster-General in any street or public road or part of a street or public road in which he is authorised to place a telegraph to use for the support of such telegraph any posts and standards (with the brackets connected therewith) erected in any such street or public road by the *company* in connection with the tramways authorised by this Act, and to lengthen, adapt, alter and replace such posts, standards and brackets for the purpose of supporting any telegraph, and from time to time to alter any telegraph so supported, subject to the following conditions:—

(a) In placing, maintaining, or altering such telegraph no obstruction shall be caused to the traffic along or the working or user of the tramways:

(b) The Postmaster-General shall give to the *company* not less than twenty-eight days' notice in writing of his intention to exercise any of the powers of this section, and shall in such notice specify the streets or public roads or parts of streets or public roads along which it is proposed to exercise such powers, and the manner in which it is proposed to use the posts, standards and brackets, and also the maximum strain and the nature and direction of such strain. Any difference as to any matter referred to in such notice shall be determined as hereinafter provided:

(c) Unless otherwise agreed between the Postmaster-General and the *company* the Postmaster-General shall pay the expense of lengthening, adapting, altering or replacing under the provisions of this section any post, standard or bracket, and the expense of providing and maintaining

any appliances, or making any alteration, rendered necessary in consequence of the exercise of the powers of this section for the protection of the public or the unobstructed working or user of the tramways, or to prevent injurious affection of the Postmaster-General's telegraphs or any telegraphic or telephonic line or electrical apparatus of the *company* or by any regulations which may from time to time be made by the Board of Trade arising through the exercise by the Postmaster-General of the powers conferred by this section:

(d) Unless otherwise agreed, or in case of difference determined as hereinafter provided, all telegraphs shall be attached to the posts, standards or brackets below the level of the trolley wires, and on the side of such posts or standards farthest from the trolley wires. Any difference as to the conditions of attachment shall be determined as hereinafter provided:

(e) Unless otherwise agreed, no telegraph shall be attached to any post or standard placed in or near the centre of any street or public road:

(f) The Postmaster-General shall cause all attachments to posts, standards, or brackets used by him under the powers of this section to be from time to time inspected so as to satisfy himself that the said attachments are in a proper state of condition and repair:

(g) The Postmaster-General shall make good to the *company* and shall indemnify them against any loss, damage, or expense which may be incurred by them through or in consequence of the exercise by the Postmaster-General of the powers conferred upon him by this section unless such loss, damage, or expense be caused by or arise from gross negligence on the part of the *company*, their officers or servants:

(h) The Postmaster-General shall make such reasonable contribution to the original cost of providing and placing any post, standard, or bracket used by him, and also to the annual cost of the maintenance and renewal of any such post, standard, or bracket, as having regard to the respective interests of the *company* and the Postmaster-General in the use of the post, standard or

bracket, and to all the circumstances of each case, may be agreed upon between the Postmaster-General and the *company* or, failing agreement, determined as hereinafter provided:

(i) The *company* shall not be liable for any interference with, or damage, or injury to the telegraphs of the Postmaster-General arising through the exercise by the Postmaster-General of the powers conferred by this section and caused by the maintaining and working of the tramways, or by any accident arising thereon, or by the authorised use by the *company* of electrical energy, unless such interference, damage, or injury be caused by gross negligence on the part of the *company*, their officers or servants:

(j) If it shall become necessary or expedient to alter the position of or remove any post, standard, or bracket, the Postmaster-General shall, upon receiving twenty-eight days' notice thereof, at his own expense, alter or remove the telegraph supported thereby, or at his option retain the post, standard, or bracket, and pay the *company* the value of the same. Provided that if the *company or* the body having the control of the street or public road object to the retention of the post, standard, or bracket by the Postmaster-General, a difference shall be deemed to have arisen, and shall be determined as hereinafter provided.

(2) Nothing in this section contained shall prevent the *company* from using their posts, standards, or brackets for the support of any of their electric wires and apparatus in connection with their tramways, or shall take away any existing right of the local authority of using the posts, standards, or brackets of the *company* in connection with the lighting of the streets or otherwise. Provided that any difference between the Postmaster-General and the local authority in relation to the use of the posts, standards or brackets by the Postmaster-General and the local authority respectively shall be determined as hereinafter provided.

[(2) (*n*) Nothing in this section contained shall prevent the *cor-*

(*n*) Substitute this sub-clause where the promoters are a local authority.

poration from using their posts, standards, or brackets for the support of any of their electric wires and apparatus, whether in connection with their tramways or other municipal undertakings, or shall take away any existing right of the *corporation* of permitting the use by any company or person of their posts, standards, or brackets in connection with the lighting of the streets or otherwise. Provided that any difference between the Postmaster-General and such company or person in relation to the use of the posts, standards, or brackets by the Postmaster-General and such company or person respectively shall be determined as hereinafter provided.]

(3) All differences arising under this section shall be determined in manner provided by sects. 4 and 5 of the Telegraph Act, 1878, for the settlement of differences relating to a street or public road.

(4) In this section the expression "*company*" includes their lessees; the expression "telegraph" has the same meaning as in the Telegraph Act, 1869, and other expressions have the same meaning as in the Telegraph Act, 1878.

Attachment of brackets to buildings.

24. The *company* may with the consent of the owner of any building attach to that building such brackets, wires and apparatus as may be required for the working of the tramways by mechanical power: Provided that—

(1) Where in the opinion of the *company* any consent under this section is unreasonably refused, they may appeal to a petty sessional court, which shall have power having regard to the character of the building and to the other circumstances of the case to allow the attachment subject to such terms as to compensation or rent and otherwise as it may think reasonable or to disallow the same and may determine by which of the parties the costs of the appeal are to be paid:

(2) Any consent of an owner and any order of a petty sessional court under this section shall not have effect after that owner ceases to be in possession of the building, but any attachments fixed under the provisions of this section shall not be removed until the expiration of three months after any subsequent owner shall have given to the *company* notice in writing requiring the attachments to be removed. Where such notice is given the preceding

provisions of this section shall apply and the petty sessional court shall have the same powers as under proviso (1):

(3) The owner may require the *company* temporarily to remove the attachments where necessary during any reconstruction or repair of the building.

For the purposes of this section any occupier of a building whose tenancy exceeds one year unexpired and in the case of any other tenancy the person receiving the rackrent shall be deemed to be the owner.

Apparatus used for mechanical power to be deemed part of tramway.

25. The provisions of sects. 26 to 33 [(*o*) and 41] of the Tramways Act 1870 (except so much of sect. 28 as relates to the repair of the road between and on each side of the rails of a tramway) shall apply as if all posts, tubes, pipes, wires and other apparatus used or to be used by the *company* for the purposes of mechanical power were parts of the tramway.

By-laws.

26. Subject to the provisions of this Act the Board of Trade may make by-laws with regard to any of the tramways upon which mechanical power may be used, for all or any of the following purposes (that is to say):—

For regulating the use of any bell, whistle or other warning apparatus fixed to the engine or carriages:

For regulating the emission of smoke or steam from engines used on the tramways:

For providing that engines and carriages shall be brought to a stand at the intersection of cross streets and at such places and in such cases of horses being frightened or of impending danger as the Board of Trade may deem proper for securing safety:

For regulating the entrance to exit from and accommodation in the carriages used on the tramways and the protection of passengers from the machinery of any engine used for drawing or propelling such carriages:

For providing for the due publicity of all by-laws and Board of Trade regulations in force for the time being in relation to the tramways by exhibition of the same in conspicuous places on the carriages and elsewhere:

Any person offending against or committing a breach of any

(*o*) Reference to sect. 41 should be omitted in local authorities' Bills.

of the by-laws made by the Board of Trade under the authority of this Act shall be liable to a penalty not exceeding forty shillings.

Working by Local Authority.

Power to corporation to work tramways.

27. Notwithstanding anything in the Tramways Act 1870 to the contrary the *corporation* (*p*) may place and run carriages on and may work and may demand and take tolls and charges in respect of any tramways within the *borough* now belonging to the *corporation* or authorised in or prior to the present session of Parliament to be constructed by them and in respect of the use of such carriages and may provide such stables, buildings, carriages, trucks, harness, engines, machinery, apparatus, horses, steam, cable, electric and other plant, appliances and conveniences as may be requisite or expedient for the convenient working or user of the said tramways by animal or mechanical power, but nothing in this section shall empower the *corporation* to create or permit a nuisance or to manufacture any such plant, appliances and conveniences required for the working or user of the said tramways.

Regulations by *corporation*.

28. The regulations authorised by the Tramways Act 1870 to be made by the promoters of any tramway and their lessees may with respect to any tramways or portions of tramways for the time being belonging to and worked by the *corporation* be made by the *corporation* alone.

Completion.

Inspection by Board of Trade.

29. The tramway shall not be opened for public traffic until it has been inspected and certified to be fit for such traffic by the Board of Trade.

Period for completion of works.

30. The tramway shall be completed within *five* years from the passing of this Act and on the expiration of that period the powers by this Act granted to the company for executing the same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Deposit or Penalty.

Deposit money not to be repaid

31. Whereas pursuant to the Standing Orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a

(*p*) Or as the case may be.

until line opened.

sum of —— [stock, Exchequer bills], being five per cent. upon the amount of the estimate in respect of the tramway, has been deposited with [transferred into the name of] the Paymaster General for and on behalf of the Supreme Court [Accountant General of the Supreme Court *in Ireland*] in respect of the application to Parliament for this Act (which sum [stock, Exchequer bills] is [are] referred to in this Act as the deposit fund): Be it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons, survivors or survivor are or is in this Act referred to as the depositors) unless the company shall previously to the expiration of the period limited by this Act for completion of the tramway open the same for the public conveyance of passengers, and if the company shall make default in so opening the tramway the deposit fund shall be applicable and shall be applied as provided by the next following section: Provided that if within such period as aforesaid the company open any portion of the tramway for the public conveyance of passengers, then on the production of a certificate of the Board of Trade specifying the length of the portion of the tramway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the tramway so opened bears to the entire length of the tramway hereby authorised, the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct, and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed, anything in the above mentioned Act to the contrary notwithstanding.

Application of deposit.

32. If the company do not previously to the expiration of the period limited for the completion of the tramway complete the same and open it for the public conveyance of passengers, then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the *London Gazette* shall be applied towards compensating any landowners or other persons whose property has been

interfered with or otherwise rendered less valuable by the commencement, construction or abandonment of the tramway or any portion thereof; *or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the company by this Act*, and also in compensating all road authorities for the expense incurred by them in taking up any tramway or materials connected therewith placed by the company in or on any road vested in or maintainable by such road authorities respectively, and in making good all damage caused to such roads by the construction or abandonment of such tramway and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit; and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation, then the deposit fund or such portion thereof as may not be required as aforesaid shall, if a receiver has been appointed or the company is insolvent and has been ordered to be wound up or the undertaking has been abandoned, be paid or transferred to such receiver or to the liquidator or liquidators of the company or be applied in the discretion of the Court as part of the assets of the company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the depositors: Provided that until the deposit fund has been repaid [retransferred] to the depositors or has become otherwise applicable as hereinbefore mentioned any interest or dividends accruing thereon shall as and when the same become payable be paid to or on application of the depositors.

[*The two following clauses are to be substituted in every Bill whereby the construction of any new line of tramway is authorised, or the time for completing any line already authorised is extended, promoted by an existing tramway company which is possessed of a tramway already opened for public traffic, and which has during the year last past paid dividends on its ordinary share capital, and which does not propose to raise under the Bill a capital greater than its existing authorised capital.*]

Penalty imposed unless the line is opened within the time limited.

31A. If the company fail within the period limited by this Act to complete the tramway and open the same for public traffic the company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the

tramway is completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per cent. on the estimated cost of the works, and the said penalty may be applied for by any road authority, landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in sect. 3 of the Railway and Canal Traffic Act 1854; and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court [the Accountant General of the Supreme Court in Ireland] in the bank [and to the credit] specified in such warrant or order and shall not be paid thereout except as hereinafter provided, but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control, provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

32A. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the *London Gazette* shall be applied towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction or abandonment of the tramway or any portion thereof, *or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the company by this Act,* and also in compensating all road authorities for the expense incurred by them in taking up any tramway or materials connected therewith placed by the company in or on any road vested in or maintainable by such road authorities respectively and in making good all damage caused to such roads by the construction or abandonment of such tramway, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit; and if no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all

just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall, if a receiver has been appointed or the company is insolvent and has been ordered to be wound up or the *undertaking* [tramway or tramways in respect of which the penalty has been incurred or any part thereof] has been abandoned, be paid or transferred to such receiver or to the liquidator or liquidators of the company or be applied in the discretion of the Court as part of the assets of the company for the benefit of the creditors thereof, and subject to such application shall be repaid or retransferred to the company.

Fares, Rates, and Charges.

Passengers' fares.

33. The *company* may demand and take for every passenger travelling upon the tramway or any part or parts thereof, including every expense incidental to such conveyance, a fare not exceeding *one penny* per mile; and in computing the said fare the fraction of a mile shall be deemed a mile, but in no case shall the *company* be bound to charge a less sum than *one penny*.

Passengers' luggage.

34. Every passenger travelling upon the tramway may take with him his personal luggage not exceeding twenty-eight pounds in weight without any charge being made for the carriage thereof, all such luggage to be carried by hand and not to occupy any part of a seat nor to be of a form or description to annoy or inconvenience other passengers.

Company not bound to carry goods.

35. The *company* shall not be bound unless they think fit to carry passengers' luggage exceeding —— pounds in weight nor any parcel or goods (*q*).

Goods traffic confined to certain hours.

36. Goods, animals, articles or things (other than passengers and passengers' luggage and parcels not exceeding fifty-six pounds in weight) shall not be conveyed on the tramway between the hours of eight in the morning and eight in the evening without the consent of the local authority and the road authority.

Company not to carry animals and goods.

If the company is not to be authorised to take rates and charges for animals and goods the following clause is to be inserted:—

37. The *company* shall not carry on the tramways any goods,

(*q*) Where animals and goods are intended to be carried, a clause should be inserted fixing the maximum rates for such carriage. See, for instance, Nottinghamshire, &c. Act, 1903, c. 202, s. 49.

animals or other things other than passengers and passengers' luggage not exceeding the weight in this Act in that behalf mentioned and small parcels.

As to fares on Sundays or holidays.

38. The *company* shall not take or demand on Sunday or any public holiday any higher fares or charges than those levied by them on ordinary week days.

Cheap fares for labouring classes.

39.—(1) The *company* at all times after the opening of the tramways for public traffic shall and they are hereby required to run a proper and sufficient service of carriages for artizans, mechanics and daily labourers each way every morning and every evening (Sundays, Christmas Day and Good Friday always excepted), at such hours not being later than eight in the morning or earlier than five in the evening respectively as may be most convenient for such workmen going to and returning from their work, at fares not exceeding one halfpenny for every *mile* or fraction of that distance. On Saturdays the *company* in lieu of running such carriages after five o'clock in the evening shall run the same at such hours between *noon* and *two o'clock* in the afternoon as may be most convenient for the said purposes.

(2) If complaint is made to the Board of Trade that such proper and sufficient service is not provided, the Board after considering the circumstances of the locality may by order direct the *company* to provide such service as may appear to the Board to be reasonable.

(3) The *company* shall be liable to a penalty not exceeding five pounds for every day during which they fail to comply with any order under this section.

Periodical revision of rates and charges.

40. If at any time after three years from the opening for public traffic of the tramways or any portion thereof or after three years from the date of any order made in pursuance of this section in respect of the tramways or any portion thereof it is represented in writing to the Board of Trade by the local authority of any district in which the tramways or such portion are or is wholly or partly situate or by twenty inhabitant ratepayers of that district or by the *company* that under the circumstances then existing all or any of the fares or other charges demanded and taken in respect of the traffic on the tramways or on such portion should be revised, the Board of Trade may (if they think fit) direct an inquiry by a referee to be appointed by the said Board in accordance with the provisions of the Tramways Act 1870; and if the referee reports

that it has been proved to his satisfaction that all or any of the fares or charges should be revised, the said Board may, subject to the maximum fares and charges authorised by this Act, by order in writing alter, modify, reduce or increase all or any of the fares or charges to be taken in respect of the tramways or on any portion thereof and thenceforth such order shall be observed until the same is revoked or modified by an order of the Board of Trade made in pursuance of this section: *Provided that a copy of this section shall be annexed to every table or list of fares published or exhibited by the company.*

Lands.

Power to take lands.

41. Subject to the provisions of this Act the company may enter upon, take, hold and use for the purposes of their undertaking the following lands shown on the deposited plans and described in the deposited book of reference (that is to say) &c.

Period for compulsory purchase of lands.

42. The powers of the company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Correction of errors in deposited plan and book of reference.

43. If there be any omission, mis-statement or wrong description of any lands or of the owners, lessees or occupiers of any lands shown on the deposited plan or specified in the deposited book of reference, the company after giving ten days' notice to the owners, lessees and occupiers of the land in question may apply to two justices acting for the county of —— for the correction thereof; and if it appear to the justices that the omission, mis-statement or wrong description arose from mistake they shall certify the same accordingly, and they shall in their certificate state the particulars of the omission and in what respect any such matter is mis-stated or wrongly described, and such certificate shall be deposited with the clerk of the peace for the county of —— and a duplicate thereof shall also be deposited with the clerks of the *parish councils* [*or as the case may be*] in which the lands affected thereby are situate, and such certificate and duplicate respectively shall be kept by such clerk of the peace and clerks of parish councils respectively with the other documents to which the same relate; and thereupon the deposited plan and book of reference shall be deemed to be corrected according to such certificate, and it shall

be lawful for the *company* to take the lands and execute the works in accordance with such certificate.

Purchase of lands by agreement.

44. In addition to the other lands which the company are by this Act authorised to purchase and acquire they may purchase, take on lease or acquire by agreement and may hold for the purposes of their undertaking any lands not exceeding *ten* acres, and they may on such lands erect or construct and hold depôts, yards, wharves, offices, buildings, sidings, works and other conveniences in connection with their undertaking.

Nuisance.

45. Nothing in this Act shall exonerate the company from any indictment, action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them on any lands purchased or used by them for the purposes of their undertaking.

Capital, &c.

[*Here insert clauses for* Capital, &c.: *see p.* 893 *et seq.; but the following clauses are necessary in Tramway Bills.*]

Company not to create debenture stock.

46. The company shall not create debenture stock.

Rights of mortgagees on sale of tramway.

47. Every mortgage of the company's undertaking shall be deemed to comprise all purchase money which may be paid to the company in the event of a sale to the local authority under sect. 43 of the Tramways Act 1870, and may comprise all or any moneys carried to the contingency fund according to the terms of the mortgage; and every mortgage deed shall be endorsed with notice that the mortgage will not be a charge upon the tramways or the tramway undertaking in the event of such sale.

Miscellaneous.

By-laws by local authority.

48. The provisions of the Tramways Act 1870 relating to the making of by-laws by the local authority with respect to the rate of speed to be observed in travelling on the tramways shall not authorise the local authority to make any by-laws sanctioning a higher rate of speed than that authorised by this Act *or by the Board of Trade regulations*, but the by-laws of the local authority may restrict the rate of speed to a lower rate than that so authorised.

Penalty for malicious damage.

49. If any person wilfully does or causes to be done with respect to any apparatus used for or in connection with the working of any tramway of the *company* anything which is calculated to obstruct or interfere with the working of such tramway or to cause injury to any person, he shall (without prejudice to any proceedings by way of indictment or otherwise to which he may be subject) be guilty of an offence punishable on summary conviction and every person convicted of such offence or of any offence under sect. 50 of the Tramways Act 1870 with respect to any tramway of the *company* shall be liable to a penalty not exceeding twenty pounds.

Consents of local or road authority.

50. Where the consent or approval of any local or road authority is by this Act required before the exercise of any powers by the company, such consent or approval shall not be unreasonably withheld and if any difference arises as to whether any consent or approval is unreasonably withheld that difference shall be referred to arbitration.

References to arbitration.

51. Where under this Act any question or dispute is to be referred to arbitration, then, unless other provision is made, the reference shall be to an arbitrator appointed by the Board of Trade.

Orders, &c. of the Board of Trade.

52. All orders, regulations and by-laws made by the Board of Trade under the authority of this Act shall be signed by a Secretary or an Assistant Secretary of the Board.

Recovery of penalties.

53. Any penalty under this Act or under any by-laws made in pursuance of this Act may be recovered in manner provided by the Summary Jurisdiction Acts.

[*In the case of Companies' Bills, here insert clauses "Interest not to be paid out of capital" and "Deposits for future Bills not to be paid out of capital," see pp.* 912, 913.]

Provision as to general Tramway Acts.

54. Nothing in this Act contained shall exempt the *company* or the tramway from the provisions of any general Act relating to tramways passed before or after the commencement of this Act, or from any future revision or alteration under the authority of Parliament of the maximum fares, rates or charges authorised by this Act.

4. MODEL Gas Bill (*r*).

Incorporation of Acts.

1. The following Acts and parts of Acts are hereby incorporated with this Act (namely):—

The Companies Clauses Consolidation Act 1845 (except the provisions relating to the conversion of borrowed money into capital), Part I. (relating to cancellation and surrender of shares), and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts; and

The Gasworks Clauses Act 1847 ((*s*) except sect. 7): Provided that sect. 13 shall be read as if the words "or any premises" were inserted after the words "private building" and as if the words "Provided also that every such contract entered into by the company shall be alike in terms and amount under like circumstances to all consumers" were added at the end of that section.

Interpretation.

2. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings unless there be something in the subject or context repugnant to such construction:—

The expression "the company" shall mean the company incorporated by this Act;

The expression "the works" "the gasworks" and "the undertaking" shall respectively mean and include the gasworks and works connected therewith by this Act vested in or authorised to be made or maintained by the company and any improvement thereof which they may construct under the powers of this Act and the lands, buildings, estate, right, title, property, privileges and effects and the undertaking of the company and every part thereof respectively.

Limits of Act.

3. The limits of this Act shall be, &c.

Incorporation of company.

4. [*Incorporation of company; see p.* 893, *clause* 6.]

(*r*) Clauses 4—15 and 22 are not applicable to Bills of local authorities; clauses 1—3, 16—21, 23—37 may be applied with the necessary modifications.

(*s*) The exception of sect. 7 will, in effect, authorise the breaking up of private streets for the purpose of laying pipes. See also clause 17.

5. The company shall be established for the purpose of manufacturing and supplying gas for lighting, heating, motive power and other purposes within the limits of this Act, and may convert, manufacture and sell all residual products resulting from the manufacture of gas by them and generally may carry on the business usually carried on by a gas company (*t*). General purposes of company.

Capital.

[*Here insert clauses as to capital, issue of shares, and calls; see p.* 893.]

6 (*u*). The company may from time to time raise additional capital not exceeding in the whole —— pounds by the creation and issue of new ordinary shares or stock or new preference shares or stock, or wholly or partially by one or more of those modes respectively, but the company shall not issue any share of less nominal value than ten pounds: Provided that it shall not be lawful for the company to create and issue under the powers of this Act any greater nominal amount of capital than shall be sufficient to produce, including any premium which may be obtained on the sale thereof, the sum of ——pounds: *Provided also that the company shall not create and issue within the year following the passing of this Act any greater nominal amount of capital than shall be sufficient to produce in manner aforesaid —— pounds or within any subsequent year —— pounds: Provided also that the company shall not raise by the issue of preference shares or stock a greater amount of such additional capital than —— pounds.* Power to company to raise additional capital.

7. *If in any year or years the company have not created and* *If authorised capital for any*

(*t*) The following clause, in restriction of powers granted in previous Acts, was inserted in some Acts of 1912:—

"The company (notwithstanding anything in any Act relating to their undertaking) shall not purchase or use in any process of manufacture any materials other than those required for the making and supply of gas or for the working up of their own residual products or for the construction, maintenance and repair of their gasworks, plant and buildings or for the maintenance and repair of gas fittings."

(*u*) Applicable only to existing companies.

year not raised amount may be made up in subsequent years.

issued capital to the full amount hereinbefore prescribed in relation to such year or years, they may in any subsequent year create and issue in addition to the amount prescribed for such year such a nominal amount of capital as shall be sufficient together with the amount then raised to produce in manner aforesaid —— pounds in respect of the year following the passing of this Act, and —— pounds in respect of every subsequent year then expired.

Power to borrow.

8. The company may subject to the provisions of this Act borrow on mortgage of the undertaking any sum or sums not exceeding in the whole *one-third* part of the amount of the [additional] capital which at the time of borrowing has been raised under the powers of this Act. But no sum shall be borrowed in respect of any capital so raised until the company have proved to a justice of the peace before he gives his certificate under the fortieth section of the Companies Clauses Consolidation Act 1845 that the whole of the stock or shares at the time issued together with the premium (if any) realised on the sale thereof have been fully paid up.

Application of money.

9. All moneys raised under this Act *including premiums* shall be applied only to purposes to which capital is properly applicable, and any sum of money which may arise by way of premium from the issue of shares *or stock* under the provisions of this Act shall not be considered as part of the capital of the undertakers entitled to dividend.

[*Then insert the clauses—Priority of money already borrowed on mortgage* (*p.* 918), *debenture stock clauses* (*p.* 918), *and clauses as to general meetings, and directors* (*p.* 895).]

Limitation of Profits.

Profits of the company limited. (Standard rates of dividend.)

10. Except as by this Act provided the profits of the company to be divided among the shareholders in any year shall not exceed the following rates (which are in this Act referred to as the standard rates of dividend), that is to say, on the original capital the rate of ten pounds in respect of every one hundred pounds of such capital, and on the additional capital to be raised under the powers of this Act the rate of seven pounds in respect of every one hundred pounds actually paid up of such capital

as shall be issued as ordinary capital, and the rate of *five* pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as preference capital.

Dividends on different classes of stock or shares to be paid proportionately.

11. In case in any half-year the funds of the company applicable to dividend shall be insufficient to pay the full amount of dividend at the prescribed maximum rate on each class of ordinary stock or shares in the capital of the company a proportionate reduction shall be made in the dividend of each class.

Power to create a special purposes fund (*x*).

12.—(1) The Directors of the company may if they think fit in any year appropriate out of the revenue of the company as part of the expenditure on revenue account any sum not exceeding an amount equal to one per cent. of the paid-up capital of the company, including premiums, to a fund to be called the "Special Purposes Fund."

(2) The Special Purposes Fund shall be applicable only to meet such charges as a chartered accountant or incorporated accountant being the auditor of the company or appointed for the purpose by the Board of Trade shall approve as being—

(a) expenses incurred by reason of accidents, strikes or circumstances which due care and management could not have prevented, or

(b) expenses incurred in the replacement or removal of plant or works other than expenses requisite for maintenance and renewal of plant and works.

(3) The maximum amount standing to the credit of the Special Purposes Fund shall not at any time exceed an amount equal to one-tenth part of the paid-up capital of the company including premiums.

(4) The moneys forming the Special Purposes Fund or any portion thereof may be invested in securities in which trustees are authorised by law to invest or may be applied for the general purposes of the company to which capital is properly applicable, or may be used partly in the one way and partly in the other.

(5) Resort may from time to time be had to the Special Purposes Fund notwithstanding that the sum standing to the credit of the Fund is for the time being less than the maximum allowed by this section.

(*x*) This clause is not applicable except where there is a sliding scale.

(6) [(*y*) The money or securities standing to the credit of the Insurance Fund of the company at the passing of this Act shall be credited to the Special Purposes Fund and section —— of the Act of —— is hereby repealed.]

Application of excess of profits over authorised rates of dividend.

13. If the clear profits of the undertaking of the company in any year amount to a larger sum than is sufficient to pay [the dividend on the preference capital and] the dividend at the authorised *rate* on the ordinary capital of the company the excess shall be carried to the credit of the divisible profits of such undertaking for the next following year.

Provided that the sum standing to the credit of such divisible profits shall not at any time exceed the amount required to pay one year's *dividend* at the authorised *rate*.

Power to create a reserve fund.

14. Where in any year the dividend of the company on the ordinary capital of the company shall exceed the standard rate by reason of the price charged by the company for gas in such year being below the standard price, then out of the amount of the divisible profits of the company applicable to the payment of such excess of dividend the company may in such year set apart such sum as they shall think fit, and all sums (if any) so set apart by the company, and any reserve or other fund of the company existing at the passing of this Act, may be invested in Government or other securities, and the dividends and interest arising from such securities may also be invested in the same or the like securities, in order that the same may accumulate at compound interest; and the fund so formed shall be called "the Reserve Fund," and shall be applicable to the payment of dividend in any year in which the clear profits of the company shall be insufficient to enable the company in such year to pay the dividend at the authorised rate on the ordinary capital of the company, and save as in this Act provided no sum shall in any year be carried by the company to any reserve fund.

Auction Clause (*z*).

New shares or stock to be sold by auction or tender.

15.—(1) All shares or stock created under the powers of this Act shall be issued in accordance with the provisions of this section.

(*y*) Insert where an insurance fund already exists and repeal section authorising creation of that fund.

(*z*) This clause is also applicable to Bills of water companies.

(2) All shares or stock so to be issued shall be offered for sale by public auction or tender in such manner, at such times, and subject to such conditions of sale as the company shall from time to time determine. Provided as follows:—

(a) Notice of the intended sale shall be given in writing to the town clerk of —— and to the secretary of the London Stock Exchange at least twenty-eight days before the day of auction or the last day for the reception of tenders as the case may be, and shall also be duly advertised once in each of two consecutive weeks in one or more local newspapers circulating within the said *borough:*

(b) A reserve price shall be fixed and notice thereof shall be sent by the company in a sealed letter to be received by the Board of Trade not less than twenty-four hours before, but not to be opened till after, the day of auction or last day for the receipt of tenders as the case may be:

(c) No lot offered for sale shall comprise shares or stock of greater nominal value than one hundred pounds:

(d) In the case of a sale by tender no preference shall be given to one of two or more persons tendering the same sum; in the case of a sale by auction a bid shall not be recognised unless it is in advance of the last preceding bid:

(e) It shall be one of the conditions of sale that the total sum payable by the purchaser shall be paid to the company within three months after the date of the auction or of the acceptance of the tender as the case may be.

(3) Any shares or stock which have been so offered for sale and are not sold may be offered at the reserve price to the holders of ordinary [(*a*) and preference] shares or stock of the company in accordance with the provisions of sections 18, 19, and 20 of the Companies Clauses Act, 1863, and to the employees of the company, and to the consumers of gas supplied by the company, in such proportions as the company may think fit or to one or more of these classes of persons only: provided, in the case of an offer to holders of shares or stock, that if the aggregate amount

(*a*) Omit words in brackets where there are no preference shares or stock.

of shares or stock applied for shall exceed the aggregate amount so offered as aforesaid the same shall be allotted to and distributed amongst the applicants as nearly as may be in proportion to the amounts applied for by them respectively.

(4) Any shares or stock which have been offered for sale in accordance with sub-section (2) or with sub-sections (2) and (3) and are not sold, shall be again offered for sale by public auction or by tender in accordance with the provisions of this section, and any such shares or stock then remaining unsold may be otherwise disposed of at such price and in such manner as the directors may determine for the purpose of realising the best price obtainable.

(5) As soon as possible after the conclusion of the sale or sales, the company shall send a report thereof to the Board of Trade, stating the total amount of the [(*b*) respective] shares or stock sold, the total amount obtained as premium (if any), and the highest and lowest prices obtained for the [(*b*) respective] shares or stock.

Construction of Works.

Powers as to construction and maintenance of gasworks, &c.

16. Subject to the provisions of this Act, the *company* may upon the lands described in the Schedule to this Act erect, maintain, alter, improve, enlarge, extend and renew or discontinue gasworks, retorts, gasometers, receivers, mains, pipes, stop-cocks, machinery and other works and apparatus and conveniences, and may do all such acts as may be proper for making and storing gas and for supplying gas within the limits of this Act, and may on the said lands manufacture and convert all residual products resulting from the manufacture of gas by them.

Power to lay pipes in private streets.

17. (*c*) The *company* may on the application of the owner or occupier of any premises within *the limits of this Act* abutting on or being erected in any street laid out but not dedicated to public use, supply those premises with gas, and for that purpose the Gas Works Clauses Act, 1847, shall apply as if section 7 of that Act were excepted from incorporation in the Act of ——.

(*b*) Omit word in brackets where there are no preference shares or stock.

(*c*) This clause may be used in cases where sect. 7 of the Clauses Act is incorporated in a previous Act of the company. It will be unnecessary where there is no previous Act, or where the previous Act is being repealed, if the Bill excepts sect. 7 from incorporation.

Lands.

Power to purchase lands by agreement.

18. The *company* may for the purposes of their undertaking purchase, take and hold (by agreement but not otherwise) in addition to the lands described in the Schedule to this Act any lands and hereditaments not exceeding in the whole —— acres which the *company* may require for the purposes of their works and undertaking; but the company shall not create or permit a nuisance on any such lands and no lands shall be used by the *company* for the purpose of manufacturing gas or residual products except the lands described in the Schedule to this Act.

Supply of Gas.

Limit of price.

19. The price to be charged by the *company* for gas supplied by them to persons who shall burn the same by meter shall not at any time exceed —— per thousand cubic feet.

Alternative (in Companies' Bills)—Sliding Scale.

Dividend dependent on price charged.

20. The standard price to be charged by the company for gas supplied by them shall be —— per thousand cubic feet:

Provided that the company may increase or reduce the price charged by them for gas above or below the standard price, subject to a reduction or increase in the dividend payable by the company on the ordinary share capital or stock as follows:—

In respect of any year during any part of which the price charged by the company shall have been one penny or part of a penny above the standard price the dividend payable by the company shall in respect of each penny or part of a penny by which the standard price shall have been increased be reduced below the standard rate of dividend by five shillings on every hundred pounds of ordinary paid-up capital *with a ten per centum standard rate of dividend, and by three shillings and sixpence on every one hundred pounds of such capital with a seven per centum standard rate of dividend,* and so in proportion for any fraction of one hundred pounds;

And in respect of any year during the whole of which the price charged by the company shall have been one penny

or more below the standard price, the dividend payable by the company may in respect of each penny by which the standard price shall have been reduced, be increased above the standard rate by five shillings on every hundred pounds of ordinary paid-up capital *with a ten per centum standard rate of dividend, and by three shillings and sixpence on every one hundred pounds of such capital with a seven per centum standard rate of dividend,* and so in proportion for any fraction of one hundred pounds.

Discounts.

21. (*d*) The *company* may if they think fit allow discounts or rebates to consumers of gas in consideration of prompt payment of gas charges not exceeding in any case ten per centum, and in addition thereto or irrespective thereof they may if they think fit allow discounts or rebates to large consumers not exceeding in any case fifteen per centum: Provided that all discounts or rebates shall be of equal amount under like circumstances to all consumers: Provided also that notice of the effect of this enactment shall be endorsed on every demand note for gas charges.

Charge for gas supplied by means of prepayment meters.

22.—(1) The *company* may demand for any gas supplied through a prepayment meter a not greater charge than for gas supplied to private consumers within their limits of supply through any other kind of meter or by any other method of supply.

(2) The charge for the hire of any pre-payment meter and fittings to be used therewith shall be a sum of money calculated according to the quantity of gas supplied through the prepayment meter, and the maximum charge shall be at the rate of tenpence per one thousand cubic feet supplied in manner aforesaid, such sum to include the hire of meter and the fittings used therewith, or at the rate of one shilling per one thousand cubic feet, if such fittings include a cooking stove.

(3) The charge for the hire of any prepayment meter without fittings shall be a sum of money calculated according to the quantity of gas supplied through the prepayment meter, and the maximum charge shall be at the rate of sixpence per one thousand cubic feet supplied in manner aforesaid or at the rate of ten per

(*d*) This clause is not required where sect. 13 of the Gasworks Clauses Act, 1847, is amended as appears in clause 1, p. 954.

centum per annum on the cost of the meter whichever shall be the higher.

(4) The said charges shall include the providing, letting, fixing, repairing and maintenance of the meters and fittings or of the meters (as the case may be) and the cost of collection and other costs incurred by the *company* in connection therewith.

(5) For the purpose of this section the expression "prepayment meter" means any meter or appliance by which the quantity of gas supplied is regulated according to the amount of money prepaid therefor.

Quality of gas.

23. The prescribed number of candles shall not be less than *fourteen*.

Testing place.

24. For the purposes of the Gasworks Clauses Act, 1871, the prescribed testing place shall be a testing place which shall be provided by the *company* on the lands described in the schedule to this Act [*or otherwise describe position*] before supplying or within three months after beginning to supply gas under the authority of this Act.

Testing quality.

25.—(1) The quality of the gas supplied by the *company* shall with respect to its illuminating power be such as to produce, at the testing place when burned at the rate of five cubic feet per hour, a light equal in intensity to the light produced by *fourteen* sperm candles of six to the pound, each consuming 120 grains of sperm per hour, and shall be in all respects in accordance with the provisions of the Gasworks Clauses Act, 1871.

(2) For testing the illuminating power of the gas the burner to be used shall be that known as the Metropolitan Argand No. 2, the photometer shall be the Bar Photometer (*or the Table Photometer*), the standard light shall be that supplied by Harcourt's Ten-Candle Pentane lamp, and in making the test the burner shall be so used as to obtain from the gas when burned at the rate aforesaid the greatest amount of light: provided that the Board of Trade may on the application of the *company* or the local authority ((*e*) *the Council or any five consumers*) approve the use of any other burner, photometer, or standard light which may appear to the Board to be equally or more suitable for the testing.

(*e*) Substitute these words in local authorities' Bills.

(3) The *company* shall before supplying or within three months after beginning to supply gas under this Act provide all the apparatus required by this Act for the testing of gas and shall at all times keep the same in proper order and repair.

Pressure.

26.—(1) All gas supplied by the *company* to any consumer of gas shall be supplied at such pressure as to balance a column of water not less than eight-tenths of one inch in height at the main or as near as may be to the junction therewith of the service pipe supplying the consumer.

(2) Any gas examiner appointed under the Gasworks Clauses Act, 1871, may, for the purposes of this Act, subject to the terms of his appointment, at the testing place or at any public lamp (*f*), as and when he thinks fit, test the pressure at which the gas is supplied. The *company* shall afford to the examiner all reasonable facilities for making the test.

Saving as to penalties.

27. No penalty shall be incurred by the *company* for insufficiency of pressure, defect of illuminating power, or excess of impurity in the gas supplied by them in any case in respect of which it is proved that such insufficiency, defect, or excess was produced by any circumstances beyond the control of the *company*. Provided that the want of sufficient funds shall not be held to be a circumstance beyond the control of the *company*.

As to construction and placing of pipes, &c. between mains and meters.

28. In order to enable the *company* to ensure a satisfactory supply of gas to their consumers the following provisions shall have effect:—

(1) The *company* may specify the size and material of the pipes with the fittings thereof which are to be laid by the consumer on his own premises, either in the first instance or on the occasion of any renewal, between the *company's* mains and the meter so far as such pipes and fittings are intended to be covered over:

(2) The *company* may if they think fit make different specifications for different classes of premises having regard to the probable maximum consumption of gas thereon at any one time:

(3) The specification shall be published twice in some newspaper (once in each of two newspapers) circulating

(*f*) In cases where there are no public lamps, provision may be made for testing elsewhere than at the testing place.

within the limits of supply, and a copy thereof shall be kept exhibited in the office of the *company:*

(4) Every meter to be used in a new building, or a building not previously supplied with gas, or in connection with a new or substituted pipe laid by the consumer between the main and the consumer's meter, shall be placed as near as reasonably practicable to the *company's* main, but within the outside wall of the building:

(5) When any such pipe or meter as aforesaid has been laid or placed, notice thereof shall be given to the *company* and the pipe shall not be covered over until after the expiration of twenty-four hours from the service of such notice on the *company;* Any officer of the *company* duly appointed may between nine o'clock in the morning and five o'clock in the afternoon attend and inspect such pipes (with their fittings) and meter, and if the officer is not permitted to make the inspection, or if the pipes or fittings are not according to the *company's* specification, or if the meter is not placed as required by this section, the *company* may refuse to supply gas to the premises until the provisions of this section have been complied with:

(6) Any person to whom the *company* refuses a supply of gas under the provisions of this section may appeal to a petty sessional court against such refusal, and the court may after hearing the parties and considering any questions as to the reasonableness of the *company's* specification make such order as seems to them proper in the circumstances, and may order by which of the parties the costs of and incident to the appeal shall be paid.

Company to pay interest on money deposited as security for gas meter, &c.

29. If any person is required by the *company* to give to them security for any supply of gas or for the payment of the price or rent of a meter, and such security is made by way of deposit, the *company* shall pay interest after the rate of *four* pounds per centum per annum on every sum of ten shillings deposited by way of such security for every six months during which the same remains in their hands.

Power to supply gas fittings, &c.

30.—(1) The *company* may purchase, sell, let for hire, fix, repair and remove, but shall not manufacture, engines, stoves, ranges, pipes and other gas fittings for lighting, motive, heating,

ventilating, cooking or any other purposes, and may provide all materials and work necessary or proper in that behalf, and with respect thereto may demand and take such remuneration or rents and charges, and make such terms and conditions as may be agreed upon.

(2) (*g*) The *corporation* may enter into contracts for the execution of any of the powers of this section, and shall not themselves lay any pipes on the consumer's premises except between the main of the *corporation* and the consumer's meter, nor shall they sell any such gas fittings as aforesaid except through a contractor.

(3) Any fittings let for hire under the provisions of this section shall not be subject to distress or to the landlord's remedy for rent or be liable to be taken in execution under process of any court or proceedings in bankruptcy against the person in whose possession the same may be: Provided that such fittings are marked or impressed with a sufficient mark or brand indicating the *company* as the actual owners thereof.

(4) (*g*) Provided as follows:—

(a) The *corporation* shall so adjust the charges to be made by them for any such fittings, or for the fixing, repairing or removal thereof as to meet any expenditure by them under the powers of this section in connexion therewith (including interest upon moneys borrowed for those purposes and all sums applied to sinking fund for repayment of moneys so borrowed):

(b) Every sum charged by the *corporation* in respect of the provision of such fittings or the fixing, repairing or removal thereof shall be separately stated on every demand note delivered by the *corporation* to the consumer:

(c) The total sums expended and received by the *corporation* in connexion with the purposes in this section mentioned in each year (including interest and sinking fund) shall be separately shown in the published accounts of the gas undertaking of the *corporation* for that year.

Gas consumers to

31. At least twenty-four hours' notice shall be given to the

(*g*) Applicable to Bills of local authorities.

company by every gas consumer either personally at the office of the *company* or in writing before he shall quit any premises supplied with gas by meter by the *company*, and in default of such notice the consumer so quitting shall be liable to pay to the *company* the money accruing due in respect of such supply up to the next usual period for ascertaining the register of the meter on such premises, or the date from which any subsequent occupier of such premises shall require the *company* to supply gas to such premises whichever shall first occur. Notice to the effect of this enactment shall be endorsed upon every demand note for gas charges payable to the *company*.

give notice to company before removing.

32. If a person requiring a supply of gas from the *company* has previously quitted premises at which gas was supplied to him by the *company* without paying to them all gas charges and meter rent due from him to the *company*, they may refuse to furnish to him a supply of gas until he pays the same.

Power to refuse supply to persons in debt for other premises.

33. A notice to the *company* from a consumer for the discontinuance of a supply of gas shall not be of any effect unless it be in writing signed by or on behalf of the consumer and be left at or sent by post to the office of the *company*, or be given by the consumer personally at the office of the *company*.

Notice to discontinue supply of gas.

34. In the event of any meter used by a consumer of gas being tested in manner provided by the Sale of Gas Act 1859 and being proved to register erroneously within the meaning of the said Act, such erroneous registration shall be deemed to have first arisen during the then last preceding quarter of the year unless it be proved to have first arisen during the then current quarter. The amount of the allowance to be made to or of the surcharge to be made upon the consumer by the *company* shall be paid by or to the *company* to or by the consumer as the case may be, and shall be recoverable in the like manner as gas charges are recoverable by the *company*.

Period of error in defective meters.

Supply outside Limits.

35. The *company* may contract with any local authority, company or persons authorised to supply gas under Parliamentary powers in any district adjacent to the *company's* limits of supply for the supply to them respectively of gas in bulk upon such terms and conditions and for such periods not exceeding in any case

Company may contract with local authority, &c. for supply in bulk.

seven years from the making of the contract as may be agreed upon, but nothing in this section shall authorise the *company* to lay any mains or interfere with any street beyond their limits of supply.

FAILURE TO SUPPLY.

On failure of company, other undertakers may apply for powers.

36. If after the expiration of *five* years from the passing of this Act the *company* have not laid down mains for the supply of gas in [*describe district*] the local authority of that district or any company or person may apply for an Act of Parliament or Provisional Order for the purposes of providing such a supply and for the repeal of the powers of the *company* in that behalf.

SCHEDULE referred to in the foregoing Act.

[*Insert description and extent of all lands on which gas and residual products may be manufactured by the company.*]

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5. MODEL WATER BILL.

Incorporation of Acts.

1. The following Acts (so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with this Act (namely):—

(1) The Waterworks Clauses Acts 1847 and 1863 except—

(a) the words "with the consent in writing of the owner or reputed owner of any such house or of the agent of such owner" in Section 44 of the Waterworks Clauses Act 1847:

(b) (*h*) Sections 75 to 82 of the Waterworks Clauses Act 1847 with respect to the amount of profit to be received by the undertakers when the waterworks are carried on for their benefit and Section 83 relating to accounts.

(2) The Lands Clauses Acts.

(3) ——.

(*h*) Omit in case of a company's Bill.

Construction of Works.

Power to make works.

2. Subject to the provisions of this Act the *corporation* may wholly in the county of —— and in the lines and situation and upon the lands delineated on the deposited plans and described in the deposited book of reference make and maintain the following works shown on the deposited plans and sections (that is to say):—

(a) A reservoir &c.

(b) A conduit or line of pipes &c.

In addition to the foregoing works the *corporation* may upon the said lands make and maintain all such cuts, channels, catch-waters, tunnels, adits, pipes, conduits, culverts, drains, sluices, bye-washes, shafts, wells, bores, water towers, overflows, waste-water channels, gauges, filter beds, tanks, banks, walls, bridges, embankments, piers, approaches, engines, machinery and appliances as may be necessary or convenient in connection with or subsidiary to the before-mentioned works or any or either of them, but nothing in this section shall exonerate the *corporation* from any action, indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them.

Limits of deviation.

3. In the construction of the works authorised by this Act the *corporation* may deviate laterally to an extent not exceeding the limits of lateral deviation shown on the deposited plans and where on any road no such limits are shown the boundaries of such road shall be deemed to be such limits and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding in the case of the reservoir *three* feet upwards and *five* feet downwards and in the case of other works *three* feet upwards and *ten* feet downwards: Provided as follows (that is to say):—

The *corporation* shall not construct any embankment or wall of such reservoir of a greater height above the general surface of the ground than that shown on the deposited sections in respect of the corresponding embankment or wall and *three* feet in addition:

Except for the purposes of crossing over a stream no part of the pipes shall be raised above the surface of the ground unless and except so far as is shown on the deposited sections.

Power to take waters.

4. Subject to the provisions of this Act the *corporation* may collect, impound, take, use, divert and appropriate for the purposes of their waterworks the waters of the following streams, namely —— and all such springs, streams and waters as may be intercepted by the works by this Act authorised.

As to compensation water.

5.—(1) Until the date of the completion of the said reservoir the *corporation* may take from the River A. any water they may require subject to the following restrictions:—

(a) They shall place a gauge weir across the said river at or near the proposed intake through an aperture in which —— gallons of water shall be allowed to pass and flow down the river every working day of twenty-four hours:

(b) On any such day during such time as the flow of water in the said river shall be less than at the rate of —— gallons per day of twenty-four hours the *corporation* shall not be entitled to draw any water therefrom; but during such time as the flow is in excess of such rate the *corporation* may take all or such part of the excess as they may require.

(2) After the said reservoir is completed the following provisions shall apply:—

(a) The *corporation* shall during every working day of twenty-four hours discharge or deliver into the River A. at a point therein situate not more than *two* hundred yards below the foot of the embankment of the reservoir not less than —— gallons of water in a continuous flow:

(b) For the purpose of measuring the quantity of water to be so discharged or delivered into the River A. the *corporation* shall erect and maintain at a point on the said river below the said reservoir not more than *200* yards from the foot of the embankment thereof a proper and suitable measuring gauge over or through which the said compensation water shall flow, and the same shall be open to the inspection and examination of [the —— Fishery Board and of] all persons interested therein.

(3) In case of any neglect on the part of the *corporation* to maintain any gauge in a state of efficiency, and in case of any other neglect by or in consequence of which the said respective quantities of compensation water shall not so flow, the *corporation* shall for every day on which such neglect occurs forfeit and

pay to each of the persons affected thereby [including the said Fishery Board] (who may sue for and recover the same) the sum of five pounds, and shall in addition make compensation for any loss, damage or injury sustained by such occupiers or any of them.

(4) If any difference arises between the *corporation* and the —— Fishery Board, or any person so interested with respect to the construction or use of any gauge or the state of repair or condition thereof such difference shall be referred to the arbitration of an engineer to be nominated (unless otherwise agreed) on the application of either of them by the Board of Trade.

(5) The provisions of this section shall be accepted and taken by all persons interested as full compensation for all water of the River A. which the *corporation* can divert, collect, impound or appropriate by means of the works by this Act authorised, except in respect of any lands situate between the foot of the said embankment and the said point of discharge of water into the river.

Power to agree as to drainage of lands, &c.

6. The *corporation* may make and carry into effect agreements with the owners, lessees or occupiers of any lands within the drainage area of the reservoirs and works by this Act authorised with reference to the execution by the *corporation* or such owners, lessees or occupiers of such works as may be necessary for the purpose of draining such lands or any of them, or for more effectually collecting, conveying and preserving the purity of the waters by this Act authorised to be diverted, collected and appropriated by the *corporation* flowing to, upon or from such lands directly or derivatively into such reservoirs and works.

Power to hold lands for protection of waterworks.

7. The *corporation* may hold any lands acquired by them under the powers of this Act which they may deem necessary for the purpose of protecting their waterworks against pollution, fouling and contamination, and so long as such necessity shall continue such lands shall not be deemed to be superfluous lands within the meaning of this Act or the Lands Clauses Acts respectively; but the *corporation* shall not create or permit a nuisance on any such lands, and shall not erect any buildings thereon other than offices and dwellings for persons in their employ and such buildings and works as may be incident to or connected with their water undertaking.

Limiting powers of corporation to abstract water.

8. The *corporation* shall not construct any works for taking or intercepting water from any lands acquired by them unless the works are authorised by and the lands upon which the same

are to be constructed are specified in this or some other Act of Parliament.

Corporation may acquire easements only in certain cases.

9.—(1) The *corporation* may in lieu of acquiring any lands for the purposes of the works authorised by this Act, where the same are intended to be constructed underground, acquire such easements only in such lands as they may require for such purposes and may give notice to treat in respect of such easements describing the nature thereof, and the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements as fully as if the same were lands within the meaning of those Acts.

(2) As regards any lands in respect of which the *corporation* have acquired easements only under the provisions of this section the *corporation* shall not be required or entitled to fence off or sever such lands from the adjoining lands but the owners or occupiers for the time being shall subject to such easements have the same rights to use and cultivate the said lands at all times as if this Act had not passed.

(3) Provided always that nothing in this section contained shall authorise the *corporation* to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the *corporation* to acquire the lands in respect of which they have given notice to treat for the acquisition of an easement only and every notice to treat for the acquisition of an easement shall be endorsed with notice of this provision.

Supply of Water.

Rates for supply of water for domestic purposes.

10. The *corporation* shall at the request of the owner or occupier of any dwelling-house or part of a dwelling-house entitled under the provisions of this Act to demand a supply of water for domestic purposes furnish to such owner or occupier a sufficient supply of water for such domestic purposes at rates not exceeding the rates per annum hereinafter specified (that is to say):—

(*i*) Where the rateable value of the premises so supplied with

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(*i*) Where the rate is a percentage of the rateable value, the following provision is inserted at the end of the clause:—

"Nothing in this section shall entitle the *corporation* in any

water does not exceed —— pounds the sum of eight shillings and eightpence:

Where such rateable value exceeds —— pounds and does not exceed —— pounds the sum of —— shillings:

Where such rateable value &c. &c. &c.

The rateable value of any such premises as aforesaid shall be ascertained by the valuation list in force at the commencement of the quarter for which the rate accrues or if there is no such list in force by the last rate made for the relief of the poor: Provided that where the water rate is chargeable on the rateable value of a part only of any hereditament entered in the valuation list such rateable value shall be a fairly apportioned part of the rateable value of the whole tenement ascertained as aforesaid, the apportionment in case of dispute to be ascertained by a court of summary jurisdiction.

In addition to the foregoing charges the *corporation* may charge in respect of every watercloset beyond the first (for which no additional charge shall be made) on any premises within the limits of this Act a sum not exceeding *five* shillings per annum, and for every fixed bath capable of containing not more than fifty gallons a sum not exceeding *seven* shillings *and sixpence* per annum, and for every fixed bath capable of containing more than fifty gallons such sum as the *corporation* may think fit, such additional sum to be paid quarterly in advance and to be recoverable in all respects with and as the water rate.

Rates payable by owners of small houses.

11. Where a house supplied with water is let to monthly or weekly tenants or tenants holding for any other period less than a quarter of a year, the owner instead of the occupier shall if the *corporation* so determine pay the rate for the supply; but the rate may be recovered from the occupier and may be deducted by him from the rent from time to time due from him to the owner: Provided that no greater sum shall be recovered at any one time

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case to demand for the water rate for any house or part of a house included in any division of the above scale, a greater sum than they would be entitled to demand if the house or part thereof were of just sufficient rent or value to bring it within the next division of the said scale relating to premises of a higher rent or value whereon a lower rate per centum is chargeable."

from any such occupier than the amount of rent owing by him or which shall have accrued due from him subsequent to the service upon him of a notice to pay the rate.

Corporation not bound to supply several houses by one pipe.

12. The *corporation* shall not be bound to supply more than one house by means of the same communication pipe, and they may if they think fit require that a separate pipe be laid from the main pipe into each house supplied by them with water.

Notice of discontinuance.

13. A notice to the *corporation* from a consumer for the discontinuance of a supply of water shall not be of any effect unless it be in writing signed by or on behalf of the consumer and be left at or sent by post to the office of the *corporation* or be given by the consumer personally at the office of the *corporation*.

By-laws for preventing waste of water.

14.—(1) The *corporation* may make by-laws for the purpose of preventing the waste, undue consumption, misuse or contamination of water and may by such by-laws prescribe the size, nature, materials, workmanship and strength and the mode of arrangement, connection, disconnection, alteration and repair of pipes, meters, cocks, ferrules, valves, soil-pans, waterclosets, baths, cisterns and other apparatus (in this section referred to as "water fittings") to be used, and forbid any arrangements and the use of any water fittings which may allow or tend to waste, undue consumption, misuse, erroneous measurement or contamination.

(2) Such by-laws shall apply only in the case of premises to which the *corporation* are bound to afford and do in fact afford or are prepared on demand to afford a constant supply [(*k*) and the provisions with respect to by-laws contained in sections 182 to 185 (*l*) of the Public Health Act 1875 shall apply to all by-laws so made].

(3) In case of failure of any person to observe such by-laws as are for the time being in force the *corporation* may if they think fit after twenty-four hours' notice in writing enter and by and under the direction of their duly authorised officer repair, replace or alter any water fittings belonging to or used by such person and not being in accordance with the requirements of

(*k*) The words in brackets are not required where clause 22 (on p. 999) is inserted in the Bill.

(*l*) To 186, in case of a district council or other authority, not being a municipal corporation. In a company's Bill, sect. 185 must be varied so as to provide that the by-laws shall be printed and hung up in the office, or an office, of the company *within the limits of supply*.

such by-laws, and the expense of every such repair, replacement or alteration shall be recoverable by the *corporation* as the water rates in respect of the premises are recoverable.

Supply by measure.

15. The *corporation* may supply water for other than domestic purposes on such terms and conditions as the *corporation* think fit, and may supply water by measure either for domestic or other purposes and the moneys payable for the supply of water under this section shall be recoverable in the same manner as water rates: Provided always that no person shall be entitled to a supply of water for other than domestic purposes if such supply would interfere with the sufficiency of the supply of water for domestic purposes.

Supply to houses partly used for trade, &c.

16. The *corporation* shall not be bound to supply with water otherwise than by measure any building used by an occupier as a dwelling-house whereof any part is used by the same occupier for any trade or manufacturing purpose for which water is required.

Price of supply by measure.

17. The price to be charged for a supply of water by measure shall not exceed *one shilling* per thousand gallons.

Power to sell meters.

18. The *corporation* may sell meters and any fittings connected therewith upon and subject to such terms (pecuniary or otherwise) and conditions as they think fit.

Notice to corporation of connecting or disconnecting meters.

19. Before any person connects or disconnects any meter by means of which any of the water of the *corporation* is intended to be or has been registered he shall give not less than twenty-four hours' notice in writing to the *corporation* of his intention to do so and all alterations or repairs and the connecting and disconnecting of meters shall be done at his cost and under due superintendence of any officer of or person authorised by the *corporation* and any person offending against this enactment shall for every such offence be liable to a penalty not exceeding forty shillings.

Injuring meters, &c.

20. Every person who wilfully, fraudulently or by culpable negligence injures or suffers to be injured any pipe, meter or other instrument for measuring water, or any fittings belonging to the *corporation*, or who fraudulently alters the index to any meter or other instrument for measuring water, or prevents any meter or other instrument for measuring water from duly registering the quantity of water supplied, or fraudulently abstracts, consumes or uses water of the *corporation*, shall (without prejudice to any other right or remedy for the protection of the

corporation) be liable to a fine not exceeding five pounds and the *corporation* may in addition thereto recover the amount of any damage by them sustained.

And in any case in which any person has wilfully, fraudulently or by culpable negligence injured or suffered to be injured any pipe, meter, instrument or fittings belonging to the *corporation* or has fraudulently altered the index to any meter or other instrument for measuring water or prevented the same from duly registering the quantity of water supplied or has fraudulently abstracted, consumed or used water of the *corporation,* the *corporation* may also enter upon the premises occupied by the offender and repair such injury and do all such works, matters and things as may be necessary for insuring the proper registering by such meter of the quantity of water supplied by means thereof, and the expense of such repair and of all such works, matters and things shall be repaid to the *corporation* by the person so offending and may be recovered by them as water rates are recoverable: The existence of artificial means for causing such injury, alteration or prevention or for abstracting, consuming or using water of the *corporation* when such pipe, meter, instrument or fittings is or are under the custody or control of the consumer shall be *primâ facie* evidence that such injury, alteration, prevention, abstraction, consumption or use, as the case may be, has been fraudulently, knowingly and wilfully caused by the consumer using such pipe, meter, instrument or fittings.

Power to supply fittings.

21.—(1) The *corporation* may if requested by any person supplied or about to be supplied by them with water furnish to him and repair or alter but shall not manufacture any such pipes, valves, cocks, cisterns, baths, meters, soil-pans, waterclosets and other fittings as are required or permitted by their regulations, and may provide all materials and work necessary or proper in that behalf and the reasonable charges of the *corporation* in providing such materials and executing such work shall be paid by the person requiring the same.

(2) Any fittings let for hire under the provisions of this section shall not be subject to distress or to the landlord's remedy for rent or be liable to be taken in execution under any process of any court or any proceedings in bankruptcy against the persons in whose possession the same may be: Provided that such fittings have upon them respectively a distinguishing metal plate affixed

to a conspicuous part thereof or a distinguishing brand or other mark conspicuously impressed or made thereon sufficiently indicating the *corporation* as the actual owners thereof.

Provided as follows:—

(a) The *corporation* shall so adjust the charges to be made by them for any such fittings or for the fixing, repairing or removal thereof as to meet any expenditure by them under the powers of this section in connection therewith (including interest upon any moneys borrowed for those purposes and all sums applied to sinking fund for repayment of moneys so borrowed:

(b) Every sum charged by the *corporation* in respect of provision of such fittings or the repairing, fixing or removal thereof shall be clearly stated in every demand note delivered by the *corporation* to the consumer:

(c) The total sums expended and received by the *corporation* in connection with the purposes in this section mentioned in each year (including interest and sinking fund) shall be separately shown in the published accounts of the water undertaking of the *corporation* for such year.

Power to lay pipes in private streets.

22. The *corporation* may, on the application of the owner or occupier of any premises within the *limits of this Act* abutting on or being erected in any street laid out but not dedicated to public use, supply those premises with water, and for that purpose the Waterworks Clauses Acts 1847 and 1863 shall apply as if the street were a street within the meaning of those Acts.

Contracts for supplying water in bulk.

23. The *corporation* may enter into and carry into effect agreements with any local authority, company or persons for the supply of water beyond the limits of this Act to any such authority, company or persons respectively in bulk for any purpose and for such remuneration and on such terms and conditions and for such period as may be agreed upon. Provided that such supply shall not be given except with the consent of any company or person supplying water under Parliamentary authority within the area to be supplied and of the local authority of the district comprising that area, nor if and so long as such supply would interfere with the supply of water for domestic purposes within the limits of this Act. Provided also that nothing in this section shall authorise the *corporation* to lay any mains beyond the limits of this Act.

Power to local authority, &c. to supply water in case company fails to supply.

24. If after the expiration of *five* years from the passing of this Act the *corporation* are not furnishing or prepared on demand to furnish a sufficient supply of water in accordance with the provisions of this Act throughout the district of any local authority within the limits of supply, the local authority of that district may provide a supply in accordance with the provisions of the Public Health Act 1875, or the local authority or any company, body or person may apply for an Act of Parliament or Provisional Order for the purpose of supplying water in any part of such district not sufficiently supplied by the *corporation* and for the repeal of the powers of the *corporation* in that behalf.

If any difference shall arise between the *corporation* and any such local authority, company, body or person as to the sufficiency of the supply of water in any part of such district such difference shall be settled by an arbitrator to be appointed on the application of either party by the (*m*) *Local Government Board* [*Board of Trade*].

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6. PROTECTIVE CLAUSES *for* GOVERNMENT DEPARTMENTS.

Crown rights.

1. Nothing in this Act affects prejudicially any estate, right, power, privilege or exemption of the Crown.

[*Where the Bill has any relation to shore or bed of the sea, &c., the following words should be added:*—]

And in particular nothing herein contained authorises the *company* to take, use or in any manner interfere with any portion of the shore or bed of the sea or of any river, channel, creek, bay or estuary, or any land, hereditaments, subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for

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(*m*) The appointment is made by the Local Government Board where the undertakers are a local authority; by the Board of Trade where they are a company.

that purpose (which consent the said Commissioners and Board are hereby respectively authorised to give).

[*Where the Bill has relation to property or rights of the Crown, under the management of the Commissioners of Woods, other than shore or bed of the sea, &c., the following words should be substituted:—*]

And in particular nothing herein contained authorises the *company* to take, use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of His Majesty first had and obtained for that purpose (which consent the said Commissioners are hereby authorised to give).

Works below high-water mark to be subject to approval of Board of Trade.

2. Subject to the provisions of this Act any of the works authorised by this Act to be constructed on, over or under tidal lands below high-water mark of ordinary spring tides shall be constructed only in accordance with such plans and sections and subject to such restrictions and regulations as previous to such works being commenced have been approved by the Board of Trade in writing under the hand of one of the Secretaries or Assistant Secretaries of the Board of Trade.

Any alteration or extension of any such works shall be subject to the like approval.

If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost of the *company* and the amount of such cost shall be a debt due from the *company* to the Crown and shall be recoverable as a Crown debt or summarily.

Survey of works by Board of Trade.

3. If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of a work constructed by the *company* on, in, over, through or across tidal lands or tidal water or of the intended site of any such work, the *company* shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the *company* to the Crown and be recoverable as a Crown debt or summarily.

Abatement of work

4. If a work constructed by the *company* on, in, over, through

abandoned or decayed.

or across tidal lands or a tidal water is abandoned or suffered to fall into decay the Board of Trade may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the *company* and the amount of such expense shall be a debt due from the *company* to the Crown and be recoverable as a Crown debt or summarily.

Access to and from shore, &c.

5. During the construction of the railway by this Act authorised on or near the foreshore [*describing it*] and also at all times after completion thereof the *company* shall make and permanently maintain at their own expense and to the satisfaction of the Board of Trade for the free use of the public such footways and carriageways over, under or across the railway as the Board of Trade may from time to time direct or approve and shall also make and permanently maintain at the like expense and to the like satisfaction on the seaward side of the embankments of the railway such boat slips or other facilities for boats and for passengers landing therefrom or embarking thereon as the Board of Trade may from time to time direct or approve.

Lights on works during construction.

6. The *company* shall at or near the works below high-water mark hereby authorised during the whole time of the constructing, altering or extending the same exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Board of Trade from time to time require or approve. If the *company* fail to comply in any respect with the provisions of this section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

Permanent lights on works.

7. The *company* shall at the outer extremity of their works below high water exhibit and keep burning from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the [*General Light House Authority*] shall from time to time direct. If the *company* fail to comply in any respect with the provisions of this section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

Provision against danger to navigation.

8. In case of injury to or destruction or decay of the *pier* or works or any part thereof the *company* shall lay down such buoys, exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the [*General Light House Authority*] and shall

apply to [*that authority*] for directions as to the means to be taken, and the *company* shall be liable to a penalty not exceeding ten pounds for every calendar month during which they omit so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

Life-buoys to be kept.

9. The *company* shall at all times keep at the outer extremity of the *piers* and at reasonable distances along such *piers* and in accordance with any requirements which may be made by the Board of Trade a sufficient number of life-buoys and lines in good order and fit and ready for use.

Cables, pipes or wires under or across tidal waters.

10. Notwithstanding anything contained in this Act any cables, pipes or wires to be laid or placed by the *company* under or across any tidal water shall be laid or placed at such depth under or such height over the tidal water as the Board of Trade may require.

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7. MISCELLANEOUS.

1. Recital of Estimates.

[*Where by the Bill the exercise of the borrowing powers is not made subject to the approval of a Government Department, a recital to the following effect is to be inserted in the preamble.*]

And whereas estimates have been prepared by the *corporation* [*council, commissioners*] for the purchase of land for and the execution of the various works by this Act authorised and such estimates are as follows:—

	£
For *waterworks*	——
For	——
For	——

And whereas the several works included in such estimates respectively are permanent works and it is expedient that the cost thereof should be spread over a term of years.

2. Recital under Borough Funds Acts, 1872 and 1903.

[*When it is intended that the expense of promoting any Bill shall be paid or charged under the Borough Funds Acts,*

1872 *and* 1903, *the Bill as introduced into Parliament must contain recitals to the following effect, the necessary alterations being made when the Bill is promoted by a local authority other than a municipal corporation.*]

And whereas an absolute majority of the whole number of the *council* at a meeting held on the —— day of —— after ten clear days' notice by public advertisement of such meeting and of the purpose thereof in the —— a local newspaper published and circulating in the *borough*, such notice being in addition to the ordinary notices required for summoning such meeting, resolved that the expense in relation to promoting the Bill for this Act should be charged on the *borough fund and borough rate:*

And whereas the said resolution was published twice in the —— a newspaper published and circulating in the *borough* and has received the approval of the *Local Government Board:*

And whereas the propriety of the promotion of the Bill for this Act was confirmed by an absolute majority of the whole number of the *council* at a further special meeting held in pursuance of a similar notice on the —— day of —— being not less than fourteen days after the deposit of the Bill in Parliament:

And whereas in relation to the promotion of the Bill for this Act the requirements contained in the First Schedule to the Borough Funds Act 1903 have been observed.

3. Confirmation of Agreement.

Scheduled agreement confirmed.

(1) The agreement made the —— day of —— 1912 between the —— of the one part and the —— of the other part set forth in the —— schedule to this Act is hereby confirmed and made binding on the parties thereto.

[*Where the agreement as confirmed differs from the agreement made between the parties the confirmation clause must be in the following form.*]

(2) The terms of agreement set forth in the Schedule to this Act are hereby confirmed and made binding upon [*insert the names of the parties*] as if the same were contained in an agreement duly entered into by those parties and confirmed by Act of Parliament and the agreement dated the —— day of —— and made between the same parties is hereby declared to be null

and void so far as the same differs from the terms of agreement hereby confirmed.

[*In every case the agreement must, in accordance with Standing* Order 104, *contain a clause to the following effect.*]

This agreement is made subject to such alterations as Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein either party may withdraw from the agreement.

4. Priority of Mortgages.

(*This clause is applicable in the case of nearly all Bills by which money is authorised to be raised on the security of land or works, except Railway Bills, in which it is unnecessary.*)

Priority of mortgages and debenture stock over other debts.

All money [raised or] to be raised by the *company* on mortgage or debenture stock under the provisions of [any former Act relating to the *company* or under] this Act shall have priority against the *company* and the property from time to time of the *company* over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act: Provided always that this priority shall not affect any claim against the *company* or their property in respect of any rent-charge granted or to be granted by them in pursuance of the Lands Clauses Acts, or in respect of any rent or sum reserved by or payable under any lease granted or made to the *company* which is entitled to rank in priority to or *pari passu* with the interest on their mortgages or debenture stock [nor shall anything in this section contained affect any claim for land taken, used or occupied by the *company* for the purposes of the *company's* undertaking and works or injuriously affected by the construction thereof or by the exercise of any powers conferred on the *company*].

[*The last words in brackets may be omitted when there are no compulsory powers to take or enter upon land.*]

5. As to Directors of Companies.

As to qualification of directors.

1. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 no person shall be disqualified from being a director of the *company* by reason of his holding any office

or place of trust or profit under the *company* or by reason of his being interested in any contract with the *company* nor shall any director be required to cease from voting or acting as a director by reason of his accepting any such office or place of trust or profit or becoming interested in any such contract Provided that in the case of his being or becoming interested in any contract with the *company*, whether such interest shall arise before or after his appointment as a director, the nature of his interest in the contract shall be disclosed by him at the meeting of the directors at which the contract is determined on if his interest then exists or in any other case at the first meeting of the directors after the acquisition of his interest or after his appointment and also in the next annual report of the *company* and that no director shall as a director vote in respect of any such contract and if he does so vote his vote shall not be counted, but this prohibition shall not apply to any contract by or on behalf of the *company* to give to the directors or any of them any security by way of indemnity.

Continuing directors.

2. The continuing directors may act notwithstanding any vacancy in their body but so that if at any time the number of directors of the *company* holding office shall be less than the minimum number prescribed by *this Act* the directors shall not except for the purpose of filling vacancies and allotting shares to any proposed director or directors act so long as the number is below such minimum.

Notice of candidature for office of director.

3. Except in the case of a director retiring by rotation and offering himself or being proposed for re-election no person shall be capable of being elected a director of the *company* in place either of a director retiring by rotation or of a director dying, refusing to act or ceasing to be qualified or being disqualified to act unless notice in writing that such person intends to offer himself or will be proposed for the office of director shall have been given to the secretary of the *company* or left at the office of the *company* fourteen days at least before the day of election.

As to appointment of managing director.

4.—(1) The directors of the *company* may appoint one or more of their body to be managing director or managing directors of the *company* either for a fixed term or without any limitation as to time and may remove or dismiss him or them from office and appoint another or others in his or their place or places.

(2) A managing director shall not while holding that office be

subject to retirement by rotation and shall not be taken into account in determining the rotation of retirement of directors but if he ceases to hold the office of director from any other cause he shall *ipso facto* immediately cease to be a managing director.

(3) The remuneration of a managing director shall from time to time be fixed by the directors and may be by way of salary or commission or participation in profits or by any or all of those modes.

(4) The directors may entrust to and confer upon any managing director such of the powers exerciseable by the directors and subject to such conditions as they may think fit and may from time to time revoke, withdraw, alter or vary all or some of such powers. Provided that the directors shall be responsible for the acts of any managing director acting under the powers of this section.

6. Company Meetings.

As to appointment of proxies.

1. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 the attorney of any shareholder duly authorised in writing may appoint a proxy to vote for and on behalf of the shareholder and for that purpose may execute on behalf of the shareholder the necessary form of proxy. Provided that the instrument appointing the attorney shall be transmitted to the secretary of the *company* at the same time as the instrument appointing the proxy.

Joint holders.

2. Notwithstanding anything contained in the Companies Clauses Consolidation Act 1845, where several persons are jointly entitled to and registered as holders of any share, any one of those persons may vote at any meeting either personally or by proxy in respect of the share as if he were solely entitled thereto, but if more than one of the joint holders be present at any meeting personally or by proxy that one of the said persons so present whose name stands first on the register in respect of the share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any share stands shall for the purposes of this section be deemed joint holders thereof.

7. Removal of Human Remains.

(1) If and when the (*n*) *corporation* shall acquire the burial ground of —— they shall before applying or using any part thereof for any of the purposes of this Act remove or cause to be removed the remains of all deceased persons interred in the said burial ground.

[(*o*) *Provided that a Secretary of State on the application of the corporation and on being satisfied that such removal is not necessary or desirable may dispense with all or any of the requirements of this section on such conditions (if any) as he thinks fit.*]

(2) Before proceeding to remove any such remains the *corporation* shall publish a notice for *three successive* days in *two* local newspapers circulating in the *borough* to the effect that it is intended to remove such remains and such notice shall have embodied in it the substance of sub-sections (3) (4) (5) (6) and (7) of this section.

(3) Any time within two months after the first publication of such notice any person who is an heir, executor, administrator or relative of any deceased person whose remains are interred in the said burial ground may give notice in writing to the *corporation* of his intention to undertake the removal of such remains, and thereupon he shall be at liberty [(*p*) without any faculty for the purpose but subject as hereinafter mentioned to any regulations made by the Bishop of the diocese of ——] to cause such remains to be removed to and re-interred in any [(*p*) consecrated] burial ground or cemetery in which burials may legally take place.

(4) If any person giving such notice as aforesaid shall fail to satisfy the *corporation* that he is such heir, executor, administrator or relative as he claims to be the question shall be determined on the application of either party in a summary manner by the

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(*n*) Or "company," or as the case may be.

(*o*) This proviso is to be added only in cases where the works to be carried out are such as not to involve the disturbance of remains.

(*p*) In the case of a Nonconformist or Roman Catholic burial ground omit words in brackets.

registrar [(*q*) of the consistory court of the diocese of ——], who shall have power to make an order specifying who shall remove the remains.

(5) The expense of such removal and re-interment (not exceeding in respect of remains removed from any one grave the sum of ten pounds) shall be defrayed by the *corporation*, such sum to be apportioned if necessary equally according to the number of remains in the grave.

(6) If within the aforesaid period of two months no such notice as aforesaid shall have been given to the *corporation* in respect of the remains in any grave or if after such notice has been given the persons giving the same shall fail to comply with the provisions of this section [(*r*) and with any regulation of the Bishop], the *corporation* may [(*s*) without any faculty for that purpose] remove the remains of the deceased person and cause them to be interred in such other [(*s*) consecrated] burial ground or cemetery in which burials may legally take place as the *corporation* think suitable for the purpose [(*s*) subject to the consent of the Bishop].

(7) All monuments and tombstones relating to the remains of any deceased person removed under this section shall at the expense of the *corporation* be removed and re-erected at the place of re-interment of such remains or at such place within the *borough* as the [Bishop (*t*)] may direct on the application (if any) of such heir, executor, administrator or relative as aforesaid or failing such application on the application of the *corporation*.

(8) The removal of the remains of any deceased person under this section shall be carried out under the supervision and to the satisfaction of the medical officer of health of the *borough*.

8. Sale of Plant outside District (Water and Gas).

If at any time after the passing of this Act any local authority whose district is beyond the district of the *council*, but as to the

(*q*) In the case of a Nonconformist or Roman Catholic burial ground, substitute "of . . . County Court."

(*r*) In the case of a Nonconformist or Roman Catholic burial, omit words in brackets.

(*s*) In the case of a Nonconformist or Roman Catholic burial ground, omit words in brackets.

(*t*) In the case of a Nonconformist or Roman Catholic burial ground, substitute "the registrar of the . . . County Court."

whole or any part thereof within their limits for the supply of water [gas], shall give not less than six months' notice in writing to the *council* of their desire to purchase such portion of the waterworks [gasworks] and plant of the *council* as is contained within the district of any such local authority, and shall obtain the consent of the Local Government Board to such purchase, and shall apply to Parliament or the Local Government Board for power to purchase such portion of the waterworks [gasworks] and plant of the *council* (except the reservoirs, mains and pipes or other apparatus which shall be necessary for supplying with water [gas] any other part of the limits of the *council* for the supply of water [gas]) and to supply water [gas] within such district, then it shall not be lawful for the *council* to oppose such application (except as to the details thereof), and if such powers of purchase and supply be granted, the *council* shall sell and such local authority shall purchase the portion of the waterworks [gasworks] and plant of the *council* (except as aforesaid) within the district of such local authority at such price being a sum in gross and upon such terms and conditions as shall be fixed in default of agreement by arbitration under the provisions of the Lands Clauses Acts. Any such purchase shall be deemed to be a purpose of the Public Health Act 1875 except so far as may be otherwise provided for by Parliament. *The council shall apply the proceeds of any sale under this section in the same manner as they are required to apply money received from sales of land under this Act.* Provided that after the completion of such purchase all obligations on the part of the *council* to supply water [gas] within the district of the purchasing authority shall cease and determine.

9. Transfer of Company's Undertaking to a Local Authority (Saving).

Saving clause. Nothing in this Act contained shall be deemed to transfer any powers that may be vested in the company under the —— Act [or memorandum or articles of association] with reference to the manufacture of any (*u*) carriages, trucks, harness, engines, machinery, apparatus, steam, cable, electric or other plant,

(*u*) For variations in case of gasworks, see p. 965; waterworks, p. 976; electrical undertakings, next clause.

appliances and conveniences required for the working or user of the tramways.

10. Electrical Fittings (Local Authority).

(1) The *corporation* may subject to the provisions of this section sell, let for hire and fix, repair and remove but shall not manufacture lamps, meters, electric lines, fuses, switches, lampholders, motors and other electrical fittings for lighting, motive or other purposes and may provide all materials and work necessary or proper in that behalf and with respect thereto may make such charges and subject to such terms and conditions as may be agreed upon. Electrical fittings.

(2) The *corporation* shall not themselves execute the wiring of private property except between the main of the *corporation* and the consumer's meter but they may enter into contracts for the execution of any of the powers of this section, including the wiring of private property, provided that the contractor acts independently of the *corporation* in the execution of the contract. The *corporation* shall not sell any such electrical fittings except through a contractor carrying on his business independently of the *corporation*.

(3) Any electrical fittings let for hire under the provisions of this section shall not be subject to distress or to the landlord's remedy for rent or liable to be taken in execution under process of law or proceedings in bankruptcy against the person in whose possession the same may be: Provided that such fittings are marked or impressed with a sufficient mark or brand indicating the *corporation* as the actual owners thereof.

(4) Provided as follows:—

(a) The *corporation* shall so adjust the charges to be made by them for any such fittings or for the fixing, repairing or removal thereof as to meet the sum properly chargeable for the costs and expenses incurred by them under the powers of this section in connection therewith (including interest upon moneys borrowed for those purposes and all sums applied to sinking fund for repayment of moneys so borrowed).

(b) The sums properly chargeable and received by the *corporation* in connection with the purposes in this section mentioned in each year (including interest and sinking

fund) shall be separately shown in the published accounts of the electricity undertaking of the *corporation* for that year.

(c) Every sum charged by the *corporation* to a consumer in respect of the provision of such fittings or the fixing, repairing or removal thereof shall be separately stated on every demand note delivered by the *corporation* to the consumer.

11. Motor Omnibuses (Local Authority).

Power to provide and run motor omnibuses.

(1) The *corporation* may provide (but shall not manufacture) motor omnibuses and may run the same within the borough, demanding and taking such reasonable fares and charges for the conveyance of passengers therein as may be approved by the Board of Trade.

(2) The *corporation* may purchase by agreement, take on lease and hold lands and buildings and may erect on any lands acquired by them omnibus carriage and motor houses, buildings and sheds and may provide such plant, appliances and conveniences as may be requisite or expedient for the establishment, running and equipment of such motor omnibuses; but the *corporation* shall not create or permit any nuisance on any such lands.

(3) The *corporation* may make by-laws for regulating the travelling and for the prevention of nuisances in their motor omnibuses: Provided that any such by-law shall be made subject and according to the provisions of the Tramways Act 1870 with respect to the making of by-laws.

(4) Every motor omnibus moved by electrical power shall be so equipped and worked as to prevent any interference with telegraphic communication by means of any telegraphs of the Postmaster-General.

(5) All provisions of the Conveyance of Mails Act 1893 relating to the conveyance of mails on tramways shall apply and have effect in relation to the motor omnibuses provided under this section as if such omnibuses were carriages on tramways authorised after the first day of January one thousand eight hundred and ninety-three.

(6) In this section the expression "motor omnibuses" means any stage carriage moved by mechanical power including in that

expression steam, electrical and every other motive power not being animal power.

12. Motor Omnibuses (Railway Company).

Where the company work or use any motor omnibuses on regular or periodical services in connection with or in extension of their railway system the following provisions shall apply (that is to say):— Conveyance of mails by motor omnibuses.

(1) The company shall convey by any such omnibus all such mails (with the officers of the Post Office in charge thereof) as may be tendered by the Postmaster-General for conveyance by such omnibus and shall receive and deliver such mails from or to any Post Office or officer of the Post Office on the route of such omnibus:

Provided as follows:—

(a) If the omnibus is intended to convey passengers only without luggage the company shall not be bound to convey Post Office parcels;

(b) If the omnibus is intended to convey passengers and their luggage but not goods or parcels the company shall not be bound to convey Post Office parcels which in the aggregate exceed the limits of weight or size from time to time prescribed by the company for the luggage of an ordinary passenger;

(c) If the omnibus is intended to convey passengers and their luggage and parcels but not goods the company shall not be bound to convey Post Office parcels exceeding in the aggregate such limits of weight and size as may be agreed between the company and the Postmaster-General or in default of agreement settled by arbitration;

(d) Except where the omnibus is in charge of a guard (other than the driver) and except in the case of an omnibus carrying goods the company shall not be bound to convey any mails unless they are in charge of an officer of the Post Office:

(2) The remuneration for any services performed in pursuance of this section shall be such as may be from time to time determined by agreement between the Postmaster-General and the

company or in default of agreement by the Railway and Canal Commission and any question to be settled by arbitration under this section shall be determined by the said Commission, who in all proceedings relating to any matter of difference referred to them under this section shall have the same powers as if it had been a matter referred to them in pursuance of the Railway and Canal Traffic Acts 1873 and 1888 or any Act amending the same:

(3) The expression "motor omnibus" means any carriage running on a road moved by steam, electrical or other mechanical power, the expression "mails" has the same meaning as in the Regulation of Railways Act 1873 and the expression "Post Office parcel" means a parcel as defined by the Post Office (Parcels) Act 1882.

13. Generating Stations (*x*).

As to generating stations.

The company shall not erect any generating station or take a supply of energy from any generating station unless the site for such generating station is specified in an Act of Parliament or in an Order confirmed by or having the effect of an Act of Parliament. Provided always that this section shall not apply to any sub-station for the transformation and distribution of electrical power.

14. Accommodation of Workmen Employed on Authorised Works (*y*).

Accommodation for workmen employed on construction of works.

(1) The Board shall erect, fit up and maintain or provide:—

(a) Such huts or buildings for the accommodation of the workmen employed in and about the construction of the works authorised by this Act:

(b) Such hospital accommodation for the treatment of cases of sickness or accident among such workmen, including accommodation for dealing with infectious diseases.

(*x*) See also Electric Lighting Act, 1909, c. 34, s. 2.

(*y*) In pursuance of H. L. Standing Order 111A (H. C. 184A), a clause in this form may be required by the committee where the works authorised are outside the county of London or any municipal borough.

as shall be reasonably necessary having regard to the accommodation available in the neighbourhood of or conveniently accessible from the said works, and shall provide and maintain proper and sufficient sanitary accommodation in connexion with every such building and hospital.

(2) The Board shall pay all reasonable costs and expenses incurred in respect of the medical and surgical treatment of any workman employed on the construction of the said works who is treated in any hospital accommodation provided by them, except in so far as such costs and expenses are payable under the provisions of the National Insurance Act 1911, or otherwise.

(3) The Medical Officer of Health of the County Council [and the Medical Officer of Health and Inspector of Nuisances of the District Council of ——] shall be entitled at any time to enter into and inspect and examine any accommodation afforded under this section in order to ascertain whether overcrowding exists therein, and whether proper and sufficient sanitary arrangements are provided.

(4) The Board shall give [every] such officer all facilities and information which he requires for the purpose of the performance of his duties, including the right to enter upon the said works, and any person obstructing such officer in the performance of his duty under this section shall be liable on summary conviction to a fine not exceeding forty shillings.

(5) If at any time it appears to the County Council that the Board have failed to afford or maintain accommodation in accordance with sub-section (1) of this section the Board shall afford and maintain such accommodation as the County Council may require. Provided that if within fourteen days after the receipt of notice of any requirement of the County Council under this subsection the Board give notice to the County Council that they dispute the reasonableness of any such requirement, the difference shall be determined by the Local Government Board on the application of either of the parties to the difference, and the Local Government Board may make such requirements (if any) in variation of the requirements of the County Council as they may think fit.

(6) If the Board fail to afford and maintain accommodation in accordance with the provisions of this section they shall be

liable on summary conviction to a penalty not exceeding twenty pounds and to a further daily penalty not exceeding five pounds for every day on which the offence is continued after conviction and such penalties may be recovered by the County Council.

(7) Any expenses incurred by the County Council in carrying out the provisions of this section shall be repaid to the County Council by the Board and shall be recoverable as a debt due from the Board to the County Council.

(8) The Board shall pay to the Local Government Board any expenses incurred by that Board under this section, including a sum not exceeding three guineas a day for the services of any inspector in connexion with any local inquiry or investigation which they may consider necessary in the exercise of their powers under sub-section (5) of this section and the expenses of any witnesses summoned by the inspector.

15. Statutory Borrowing Power (Definition).

"Statutory borrowing power" means any power, whether or not coupled with a duty, of borrowing or continuing on loan or re-borrowing money or of redeeming or paying off or creating or continuing payment of or in respect of any annuity, rentcharge, rent or other security representing or granted in lieu of consideration money for the time being existing under any Act of Parliament, public or local, passed or to be passed or under any Provisional Order confirmed by Act of Parliament passed or to be passed or under any order or sanction of any Government Department made or given or to be made or given by authority of any Act of Parliament passed or to be passed.

16. Statutory Security (Definition).

"Statutory security" means any security in which trustees are for the time being by or under any Act of Parliament passed or to be passed authorised to invest trust money and any mortgage, bond, debenture, debenture stock, stock or other security authorised by or under any Act of Parliament passed or to be passed of any county council or municipal corporation or other local authority as defined by sect. 34 of the Local Loans Act 1875 but does not include annuities, rentcharges or securities transferable by delivery or any securities of the *corporation*.

17. Power to re-borrow (Local Authority) (*z*).

Power to re-borrow.

(1) The *corporation* shall have power—

(a) to borrow for the purpose of paying off any moneys previously borrowed under this Act [*any statutory borrowing power*] which are intended to be forthwith repaid; or

(b) to borrow in order to replace moneys which during the previous twelve months have been temporarily applied from other funds of the *corporation* in repaying moneys previously borrowed under this Act [*any statutory borrowing power*] and which at the time of such repayment it was intended to replace by borrowed moneys.

(2) Any moneys borrowed under this section shall for the purposes of repayment be deemed to form part of the original loan and shall be repaid within that portion of the prescribed period [*period prescribed for the repayment of that loan*] which remains unexpired, and the provisions which are for the time being applicable to the original loan shall apply to the moneys borrowed under this section.

(3) The *corporation* shall not have power to borrow for the purpose of making any payment to a sinking fund or of paying any instalment or making any annual payment which has or may become due in respect of borrowed moneys.

(4) The *corporation* shall not have power to borrow in order to replace any moneys previously borrowed which have been repaid—

(a) by instalments or annual payments; or

(b) by means of a sinking fund; or

(c) out of moneys derived from the sale of land; or

(d) out of any capital moneys properly applicable to the purpose of the repayment other than moneys borrowed for that purpose.

(*z*) The words in italics may be substituted where the clause is intended to apply to loans under any other statutory borrowing power as well as to loans authorised by the Bill.

18. Return to Local Government Board with respect to Repayment of Debt.

[A clause to the following effect is to be inserted in all Bills by which any local authority is authorised to borrow money, and provision is made for repayment of debt.]

Return to Local Government Board as to repayment of debt.

(1) The *town clerk* shall, within twenty-one days after the thirty-first day of March in each year, if during the twelve months next preceding the said thirty-first day of March any sum is required to be paid as an instalment or annual payment or to be appropriated or to be paid to a sinking fund in pursuance of the provisions of this Act or in respect of any money raised thereunder, and at any other time when the Local Government Board may require such a return to be made, transmit to the Local Government Board a return in such form as may be prescribed by that Board, and if required by that Board, verified by statutory declaration of the *town clerk*, showing for the year next preceding the making of such return or for such other period as the Board may prescribe the amounts which have been paid as instalments or annual payments, and the amounts which have been appropriated, and the amounts which have been paid to or invested or applied for the purpose of the sinking fund, and the description of the securities upon which any investment has been made, and the purposes to which any portion of the sinking fund or investment or of the sums accumulated by way of compound interest has been applied during the same period, and the total amount (if any) remaining invested at the end of the year; and in the event of his failing to make such return the *town clerk* shall for each offence be liable to a penalty not exceeding twenty pounds to be recovered by action on behalf of the Crown in the High Court, and notwithstanding the recovery of such penalty the making of the return shall be enforceable by writ of mandamus to be obtained by the Local Government Board out of the High Court.

(2) If it appears to the Local Government Board by that return or otherwise that the *corporation* have failed to pay any instalment or annual payment required to be paid or to appropriate any sum required to be appropriated or to set apart any sum required for any sinking fund (whether such instalment or annual payment or sum is required by this Act or by the Local Government Board

in virtue thereof to be paid, appropriated or set apart), or have applied any portion of any sinking fund to any purpose other than those authorised, the Local Government Board may by order direct that the sum in such order mentioned not exceeding double the amount in respect of which default has been made shall be paid or applied as in such order mentioned, and any such order shall be enforceable by writ of mandamus to be obtained by the Local Government Board out of the High Court.

19. Audit of Accounts.

(1) *Of borough under special Act* (*a*).

Audit of accounts.

The provisions of the Municipal Corporations Acts relating to the keeping and auditing of accounts and the accounts kept of sums of money received and paid under those Acts shall extend to the keeping and auditing of accounts and to the accounts kept of sums of money received and paid under this Act.

(2) *Of borough by District Auditors* (*a*).

Audit of accounts.

(1) From and after the —— day of —— sects. 25, 26 and 27 of the Municipal Corporations Act 1882 and sect. 246 of the Public Health Act 1875 shall cease to apply to any accounts of the *corporation* or of the treasurer of the borough or of the officers of the *corporation* and all accounts of the *corporation* and of the treasurer and the officers of the *corporation* under any public or private Act of Parliament or otherwise relating to matters dealt with by the *corporation* in any capacity and including the accounts of any joint committee and of the officers of any joint

(*a*) Many municipal corporations under statutory powers, and others without special powers, employ professional accountants in addition to the auditors appointed under the Municipal Corporations Act, 1882. The accounts of the following corporations are audited by the district auditors of the Local Government Board:—Tunbridge Wells (1890), Bournemouth (1892), Southend-on-Sea (1895), Plymouth (1904), Swindon (1904), Merthyr Tydvil (1905), Cheltenham (1905), Poole (1905), Chelmsford (1907), Monmouth (1908), East Ham (1908), Margate (1908), Shrewsbury (1909), Southampton (1910), Hastings (1911), Warrington (1911), Lancaster (1911), Christchurch (1911), Newcastle-under-Lyme (1912), Barnsley (1912). The corporation of Folkestone, by their Act of 1901, have power to adopt audit by a district auditor on resolution of the council.

committee appointed by the *corporation* with the council of any county borough or district or any parish council shall be audited by a district auditor appointed by the Local Government Board in like manner as accounts of an urban authority and their officers are audited under sects. 247 and 250 of the Public Health Act 1875, and those sections and all enactments amending them or applying to audit by district auditors, including the enactments imposing penalties and providing for the recovery of sums as well as all enactments relating to matters incidental to or consequential upon any such accounts or audit, shall apply in like manner as if so far as they relate to an audit of the accounts of an urban authority and the officers of that authority they were herein re-enacted with the necessary modifications, and accordingly all burgesses of the borough and all ratepayers and owners of property in the borough shall have the like rights and there shall be the same appeal as in the case of that audit: Provided that for the purposes of this section the First Schedule to the District Auditors Act 1897 shall be modified in the manner described in the Second Schedule to the Local Government Act 1888.

(2) Nothing in sub-section (1) of this section shall apply to the audit of the accounts of the *corporation* for the financial year ending the 31st day of March 19—.

(3) The *corporation* may out of the borough fund—

(a) Pay reasonable subscriptions whether annually or otherwise to the funds of any association of municipal corporations or other local authorities or their officers formed for the purpose of consultation as to their common interests and the discussion of matters relating to local government and any reasonable expenses of the attendance of any members or officers of the *corporation* not exceeding in any case *four* at conferences or meetings of the said associations or any of them and of purchasing reports of the proceedings of any such conferences or meetings; and

(b) Pay the reasonable expenses of the *corporation* in providing public entertainments on the occasion of public ceremony or rejoicing and in the reception and entertainment of distinguished persons residing in or visiting the borough.

(3) *Of Joint Board.*

Audit of accounts.

The provisions of sect. 58 of the Local Government Act 1894 shall apply to the accounts of the Board and of their committees and officers and to the audit thereof. And the accounts of the Board shall be made up yearly to the thirty-first day of March in each year.

20. Appeal to Quarter Sessions.

As to appeal.

Any person deeming himself aggrieved by any order, judgment, determination or requirement or the withholding of any certificate, licence or consent or approval of or by the *corporation* or of or by any officer or valuer of the *corporation* or by any conviction or order by a court of summary jurisdiction under any provision of this Act may appeal to the next practicable court of quarter sessions under and according to the provisions of the Summary Jurisdiction Acts.

21. Authentication and Service of Notices.

As to notices.

(1) Where any notice or demand under this Act [*or under any local Act, Provisional Order or by-law for the time being in force within the Borough*] requires authentication by the *corporation*, the signature of the town clerk or other duly authorised officer of the *corporation* shall be sufficient authentication.

(2) Notices, demands, orders and other documents required or authorised to be served under this Act [or under any local Act, Provisional Order or by-law for the time being in force within the borough] may be served in the same manner as notices under the Public Health Act 1875 are by sect. 267 of that Act authorised to be served: Provided that in the case of any company any such notice, demand, order or document shall be delivered or sent by post addressed to the secretary of the company at their principal office or place of business.

22. Confirmation of By-laws.

Confirmation of by-laws.

The provisions of sects. 182 to (*b*) 185 of the Public Health Act 1875 so far as they relate to by-laws made by an urban

(*b*) Sect. 186 should be substituted where the local authority is not a municipal corporation.

sanitary authority shall apply to all by-laws made by the *corporation* under the powers of this Act [except by-laws to which the provisions of sect. 23 of the Municipal Corporations Act 1882 are applied by this Act]: [Provided that as respects by-laws made under the section of this Act whereof the marginal note is —— the Secretary of State (*Board of Trade*) shall be substituted for the Local Government Board.]

23. Recovery of Penalties.

Recovery of penalties.

Save as otherwise by this Act expressly provided all offences against this Act and all penalties, forfeitures, costs and expenses imposed or recoverable under this Act or any by-law made in pursuance thereof may be prosecuted and recovered in a summary manner: Provided that costs or expenses except such as are recoverable along with a penalty shall not be recovered as penalties but may be recovered summarily as civil debts.

24. Recovery of Demands.

Recovery of demands.

Proceedings for the recovery of any demand made under the authority of this Act [or the former Acts] or any incorporated enactment, whether provision is or is not made for the recovery in any specified court or manner, may be taken in any county court having otherwise jurisdiction in the matter, provided that the demand does not exceed the amount recoverable in that court in a personal action.

25. Arbitration.

Application of Arbitration Act, 1889.

Where under this Act any question or dispute is to be referred to an arbitrator or to arbitration, other than questions or disputes to which the provisions of the Lands Clauses Acts apply, then unless other provision is made the reference shall be subject to the provisions of the Arbitration Act 1889.

26. Costs of Arbitration under Lands Clauses Acts.

Costs of arbitration in certain cases.

The tribunal to whom any question of disputed purchase money or compensation under the Act is referred shall if so required by the *corporation* award and declare whether a statement in writing of the amount of compensation claimed has been delivered to

the *corporation* by the claimant giving sufficient particulars and in sufficient time to enable the *corporation* to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the *corporation* has been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant:

Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the *corporation* to amend the statement in writing of the claim delivered by him to the *corporation* in case of discovery of any error or mistake therein or for any other reasonable cause, such error, mistake or cause to be established to the satisfaction of the judge after hearing the *corporation* if they object to the amendment and such amendment shall be subject to such terms enabling the *corporation* to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the enquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case:

Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

27. Judges not disqualified.

A judge of any court or a justice shall not be disqualified from acting in the execution of this Act by reason of his being liable to any rate. **Judges not disqualified.**

28. Copy of Act to be registered.

(*a*) *In Company's Bill.*

The company shall deliver to the Registrar of Joint Stock Companies a printed copy of this Act and he shall retain and register the same and if such copy is not so delivered within three months from the passing of this Act the company shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the default continues and any director or manager of the company who knowingly **Copy of Act to be registered.**

and wilfully authorises such default shall incur the like penalty. Every penalty under this section shall be recoverable summarily.

There shall be paid to the Registrar by the company on such copy being registered the like fee as is for the time being payable under the Companies (Consolidation) Act 1908 on registration of any document other than the memorandum or the abstract required to be filed with the Registrar by a receiver or manager or the statement required to be sent to the Registrar by the liquidator in a winding-up in England.

(b) In Bill of Local Authority.

The council shall forward to the Registrar of Joint Stock Companies a printed copy of this Act and it shall be recorded by him and if such copy is not forwarded within three months from the passing of this Act the council shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the copy is omitted to be forwarded and every penalty shall be recovered summarily.

There shall be paid to the registrar by the council on such copy being registered the like fee as is for the time being payable under the Companies (Consolidation) Act 1908 on registration of any document other than a Memorandum of Association.

PATENTS.

1. AGREEMENT *for* LOAN *by* INSTALMENTS *to enable* INVENTOR *to* TAKE OUT *the* PATENT *and* WORK *the* INVENTION—PROVISIONAL PROTECTION [*or* ACCEPTANCE *of Complete Specification*] *already obtained*—PRELIMINARY TRIAL *of Invention—Option to make Advances—Patent to be taken out in* JOINT NAMES *and* MORTGAGED *to Lender*—INTEREST *half-yearly* AT FIXED RATE, *and* ALSO ACCORDING TO PROFITS—TERM CERTAIN.

AN AGREEMENT made the —— day of ——, 19—, BETWEEN A. B., of, &c., of the one part, and C. D., of, &c., of the other

part: WHEREAS the said A. B. as inventor of a new and improved process, &c. [*title of invention*] made his application for letters patent on the —— day of —— last and has obtained provisional protection (*a*): AND WHEREAS the said A. B. has requested the said C. D. to lend him the sum of £—— to enable him to obtain the patent for and establish himself at —— in the business of working the said invention: NOW IT IS AGREED AND DECLARED as follows:—

Recitals.

Application for patent. Provisional protection [or Acceptance of complete specification]. Request of loan.

1. The said A. B. shall at his own expense in the presence of the said C. D. and any agent of his make trial of the said invention and manufacture according thereto some good specimens (*b*) of ——, and shall give to them respectively all necessary explanation of the process and details of such manufacture, and the mode of application of the said invention, so as to enable them respectively to form an opinion as to the utility and value thereof, but neither the said C. D. nor his agent shall, except for any of the purposes hereof, hereafter make use of the invention [*or* communicate the secret thereof to any person or persons (*c*)] without the written consent of the said A. B.

Trial of invention.

2. If the said invention shall not be tried as aforesaid within —— calendar months from the date hereof, or if within —— weeks after such trial the said C. D. shall not give notice in writing to the said A. B. of his intention to make any advances in the terms of this agreement, the same shall at the end of such period absolutely determine (*d*).

Option after trial to make advances.

3. If the said C. D. shall give such notice as aforesaid he shall advance the said sum of £—— by instalments (*e*), namely £——

If C. D. so decide, advances to be

(*a*) *Or* say, if the case,

"has obtained the acceptance of a complete specification."

As to provisional protection, and the patent rights obtained on the acceptance of the complete specification, see sects. 4 and 10 of the Act of 1907.

(*b*) *Or,*

"a quantity not exceeding —— lbs.," or &c.

(*c*) If the complete specification has been accepted, omit the words in brackets.

(*d*) Until C. D. has advanced any money the parties will be under no binding agreement, and each can withdraw at any time before the period fixed for the first advance. The first two clauses are, therefore, only preliminary to the agreement proper.

(*e*) In case the complete specification has been accepted at the date of

made to obtain patent.

when he shall be satisfied that the said A. B. has prepared the complete specification of the said invention (*f*), and a further sum of £—— within —— days after the acceptance of the complete specification shall have been duly notified to the said C. D. from the patent office in respect of the joint application for the patent as hereinafter provided to be made, and the balance of the said sum of £—— upon the execution of the mortgage hereinafter mentioned.

C. D. to be made co-applicant by amendment.

4. As soon as the said C. D. shall have advanced the said A. B. the said sum of £——, whether he shall have given such notice as aforesaid or not, he shall be entitled to be made an applicant for the grant of the patent for the United Kingdom and the Isle of Man jointly with the said A. B., who shall procure the amendment of his application in this respect accordingly.

Joint grant of patent to be obtained and mortgage to be executed.

5. After the said application shall have been amended as aforesaid, the said patent shall with all due speed and at the expense of the said A. B. be obtained in the joint names of the said parties, and immediately after the grant thereof, the said A. B. shall at his own expense execute a mortgage thereof or of all his interest therein so that thereby the entirety thereof shall be vested in the said C. D., to secure the repayment of all advances hereunder, together with interest as hereinafter provided and so that on redemption the entirety of the said patent shall be assigned to the said A. B. (*g*).

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the agreement, it may be suitable to substitute the following clause in lieu of clauses 3 and 4:—

"If the said C. D. shall give such notice as aforesaid he shall advance the said sum of £—— in two instalments, namely, the sum of £—— on the said A. B. making him a co-applicant for the grant of the patent and the sum of £—— upon the execution of the mortgage hereinafter mentioned."

(*f*) *Or* say,

"satisfied that Mr. X., of, &c., or other patent agent nominated by or approved of by the said C. D. has under the instructions of the said A. B. prepared, &c."

The sum of £—— is suggested in order to defray the expenses of the preparation of the complete specification, and obtaining the acceptance thereof.

(*g*) The patent could, of course, be taken out by the inventor alone, and then mortgaged. The above method is, however, advised, in order to

6 (*h*). Provided, however, that the said C. D. may at any time refuse to make any advance unless satisfied with the application of all previous sums advanced, or being dissatisfied therewith shall be unable or fail to make or sustain any reasonable objection thereto.

No further advances unless former ones properly applied.

7. The said A. B. shall pay to the said C. D. half-yearly on every —— day of —— and —— day of ——, commencing as from the time of advancement thereof, interest on every sum advanced and for the time being remaining unpaid hereunder, that is to say, firstly, a fixed interest at the rate of —— per cent. per annum, and, secondly, a further interest to the extent of one-third share of the net profits (if any) of the said business for the half-years then ending respectively, or such part of the said one-third share as shall be equal to —— per cent. (*i*) of the total sum advanced as aforesaid and for the time being remaining unpaid.

Interest at fixed rate, and a further interest out of profits, but not exceeding a percentage on moneys owing.

8. Notwithstanding anything hereinbefore contained, all advances shall, except as next provided, be repaid at the end of six calendar months from the respective times thereof. Provided, however, that if the said patent shall be obtained within —— calendar months herefrom, and the said mortgage shall be duly executed as aforesaid, then so long as the said A. B. shall on or within thirty days after every half-yearly day aforesaid until the —— day of ——, 19—, pay all interest for the time being due as aforesaid, and perform and observe all his obligations for the time being hereunder, or under the said mortgage, and shall on or before the —— day of ——, 19— (*k*), have finally established himself in the said business, the said C. D. shall not before the said —— day of ——, 19— (*l*), call in the principal moneys so advanced, or any part thereof respectively. Provided also that the said C. D. shall not before the said —— day of ——, 19— (*l*), be compelled to receive the said principal moneys or any part thereof respectively.

Moneys to remain for a term certain, if interest punctually paid, &c.

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prevent adverse dealings with the patent before the execution of the mortgage.

(*h*) Omit this clause if the sum is to be advanced in only two instalments, as mentioned in note (*e*), *ante*.

(*i*) In fixing this percentage, it should be noticed that the period is half a year only.

(*k*) Some early date.

(*l*) The first-mentioned date.

Half-yearly accounts, inspection, &c.

9. The said A. B. shall keep at his usual place of business all proper books of account, and shall make true and perfect entries therein, at the earliest opportunities, of all particulars relating to the manufacture or sale of the articles made according to the said invention, and the licences (*m*) granted by him in respect thereof, and all other dealings by him with or in relation to the said invention and patent rights subject hereto, and to the said business, or any of them, and shall balance his accounts at the end of each half-year aforesaid, and shall at all times during the continuance and for the purposes hereof give the said C. D. or his agents all information, and at the expense of the said A. B. evidence by statutory declaration or otherwise as to the truth of any particulars aforesaid, and suffer him or them to inspect and make copies or extracts from the said books, or any of them, as and when reasonably required by him or them, and shall pay the expenses (not exceeding £——) of a chartered accountant (if any) employed by the said C. D. for any half-year to investigate the said books and state of the said business for the purposes aforesaid, and shall at the end of each half-year aforesaid send to the said C. D. a full account and balance sheet for such half-year.

Contents of mortgage deed.

10. The said mortgage deed shall contain all such covenants and provisions as shall be necessary to carry out the terms of this agreement so far as they shall remain to be performed or observed, together with absolute covenants for title to the said invention and patent rights subject to this agreement, and as to the validity of the patent and for the payment by the said A. B. of all renewal fees, and for the maintenance and protection by him of the patent, but shall reserve to the said A. B. the right at any time or times before the said C. D. shall become entitled to exercise the power of sale, to grant licences other than *exclusive* ones, but at the highest royalties obtainable, and not at fines or premiums, and containing provisions enabling the licensor to revoke the same respectively on default in payment of any royalties for the space of thirty days, or on breach of any other covenants or conditions therein contained, and shall enable the said C. D. at any time

(*m*) There will be a check on the grant of licences by the mortgagor alone if the mortgage, or, in default of the latter being executed, the agreement itself, be registered immediately after the grant of the patent. See note (*o*), *infra*, as to the registration of this agreement if no mortgage be executed.

or times after he shall become entitled to exercise the power of sale to grant licences without restriction, and shall as far as can be include the benefit of any extension of the patent, and of any improvements or additions to the said invention, or any new discovery relating to the subject-matter thereof, now (if at all) in the knowledge and possession of or which may hereafter be made by the said A. B., either solely or in conjunction with any other person or persons, and of all patent rights obtainable by him in the United Kingdom and Isle of Man in respect thereof respectively, and lastly shall contain all such other clauses or provisions as shall be necessary, usual, or convenient for securing to the said C. D. payment of the moneys and interest intended to be secured as aforesaid (*n*).

Charge on patent and declaration of trust.

11. Until the said mortgage shall be executed, the patent rights for the time being comprised herein shall stand charged with the repayment of the principal moneys and interest as aforesaid, and the said A. B. shall hold the same patent rights in trust for the said C. D. to enable him more effectively to enforce the said charge where necessary, and shall perform and observe the covenants and provisions to be comprised in the said mortgage deed so far as possible as if the same had been duly executed.

In witness, &c. (*o*).

Foreign and colonial patents.

(*n*) If any colonial or foreign patents are intended to be also a security they cannot, of course, be comprised in the mortgage. There should be a recital in the agreement of such intention, and also of applications being, or about to be, made for the respective patents. A clause should then be inserted, providing that A. B. will, with all due speed, or within specified times, make or prosecute his applications, and obtain the respective patents, and execute a proper mortgage of them to C. D., according to the laws of the different countries.

This agreement to be executed as a deed in order to enforce the powers under Conv. Act, 1881. Declaration of trust to be for purposes of Trustee Acts. Registration.

(*o*) By the Conveyancing Act, 1881, ss. 19, 20, certain powers of sale and other powers are given to mortgagees where the mortgage is by *deed*. By sect. 2 (6) a mortgage includes "a charge." It seems, therefore, advisable that, in view of possible delay in the execution of the mortgage, the above agreement should be executed as a deed. The declaration of trust above made may be useful in enabling C. D. to get in the legal estate under the Trustee Acts on any sale by him to enforce the charge in case A. B. refuses to concur in the sale. Should there be delay in the execution of the mortgage the agreement itself should be registered, as being a document defining the interests of co-grantees.

2. AGREEMENT *by a* MANUFACTURER *to pay expenses of obtaining a* PATENT—NO APPLICATION *yet made*—JOINT PATENT—MANUFACTURER ALONE *to work* PATENT—PAYMENT *of* ROYALTIES—OPTION *to* PURCHASE PATENT—PROVISION *for* RENEWAL *of* AGREEMENT *by* SURVIVING PARTNERS (*if any*) *of* MANUFACTURER.

Recitals.

Invention.

No patent yet applied for.

R. established in manufacture.

AN AGREEMENT made, &c., BETWEEN W., of, &c., of the one part, and R., of, &c., of the other part: WHEREAS W. claims to be the true and sole inventor of a method of determining the distances of certain objects from the eye of the observer by means of an adaptation of the telescope: AND WHEREAS W. has not yet applied for any letters patent in respect of the said invention: AND WHEREAS R. is established at —— as a manufacturer and seller of telescopes and other optical instruments: NOW IT IS HEREBY AGREED as follows:—

Disclosure of invention.

1. W. shall forthwith fully disclose to R. the nature and extent of the said invention.

R. to make and try specimen, and if not elect to carry out agreement the same to be void without compensation.

2. Within one calendar month after such disclosure, and at his own expense, R. shall make or adapt a telescope or other instrument in accordance with or exhibiting the said invention, and make trial of the same, and within a further period of one calendar month he shall in writing state his willingness to carry out the obligations on his part hereinafter contained, or in default of such statement this agreement shall become null and void as to anything remaining to be done thereunder, and the said invention shall continue to be the sole property of W., who shall not be liable in respect of any sum or sums expended by R. under this clause.

After R.'s election, patent to be obtained at his expense in joint names.

W. to pay expenses of abortive proceedings if caused by him, together with interest.

3. After R. shall have stated his willingness to carry out the obligations aforesaid, the said parties shall at his expense apply for and obtain a patent in their joint names for the said invention for the United Kingdom and Isle of Man. Provided, however, that all moneys paid by R. in respect of any application or proceedings thereon which by reason of any wilful act or default of W. shall become abortive or abandoned (whether revivable or not) shall be repaid by W. on demand with interest thereon at the rate of —— per cent. per annum from the respective times

when the same were so paid until the repayment thereof respectively (*p*).

Subject to remaining provisions, the patent rights to be held equally as tenants in common.

4. Subject and without prejudice to the provisions hereinafter contained, the said parties hereto shall hold the said invention and patent and all other inventions and patent rights for the time being subject hereto equally between them as tenants in common.

R. to have sole right to make and sell and grant licences at royalties.

5. R. shall have the sole right for himself and partners (if any) for the time being exclusive of W. and all other persons of using, working and vending the said inventions and patent rights, including the granting of licences at royalties. Provided, however, that both parties shall concur in the sale or assignment (if any) of any patent rights for the time being subject hereto, or any part thereof, or share therein, respectively, and also in the grant of licences under any of the said patent rights at fines or premiums, and they shall be entitled to the net proceeds of any such sale, or the fines or premiums or any royalties aforesaid in equal shares.

Other dealings jointly, and all sums received on licences divided equally.

R. to pay royalties to W. on instruments sold.

6. R. shall at the end of each half-year hereinafter mentioned pay to W. the royalty of —— shillings in respect of each instrument aforesaid made or adapted by him according to the said or any other invention for the time being subject hereto, and in such half-year sold by him, whether he shall actually have received the price thereof or not.

Fees and cost of protection, &c. paid by R. firstly, then borne equally.

7. All fees, and the costs and expenses of and attending the maintenance and protection of the said patent rights, shall in the first instance be paid and borne by R., who shall be entitled in the half-yearly accounts hereinafter provided to be furnished to charge W. with one moiety of the same respectively.

Accounts kept, and inspection allowed, &c.

8. R. shall keep at his usual place of business all proper books of account, and shall make true and complete entries therein, at

(*p*) No new initiatory application can, of course, be made after the acceptance of the complete specification, as publication then takes place. Sect. 9 of the Act of 1907. After expiration of the time for acceptance, if no acceptance has been obtained, it seems that, as by sect. 69, no publication by the office is to ensue, the applicants may begin their applications *de novo*. This is, in fact, an abandonment of a provisional specification. In *Oxley* v. *Holden*, 8 C. B. N. S. 666, it was held (under old law) that the abandonment of a provisional specification [it had not been published by the office] was not a dedication to the public of the invention. No provision is made above for the default of R. in advancing moneys, or neglecting to co-operate in the application, as he would probably be in the position to make his own terms.

the earliest opportunities, of all particulars necessary or convenient for the purposes hereof, relating to the manufacture and sale of the instruments made or adapted as aforesaid, and the licences granted in respect thereof, and shall produce the said books to W. or his agents or agent at all reasonable times for inspection and the taking copies or extracts therefrom, and shall at his own expense obtain and give to him or them from time to time all such information as to any item or matter contained or which ought to be contained therein as shall be reasonably required.

Half-yearly settlements.

9. Accounts between the said parties shall be settled at the end of each half-year, the first whereof commencing at the date when complete protection shall have been obtained in respect of the said invention.

Improvements, &c. by either party to be included.

10. Every improvement in or addition to the said invention or new discovery useful in the manufacture or adaptation of telescopes for the like purpose as aforesaid now (if at all) in the knowledge and possession of or which hereafter may be made by either party either solely or in conjunction with any other person or persons shall as far as practicable, but subject to the rights therein of any such person or persons, be treated as part of or as comprised in the said invention, and except as to costs (if any) out of pocket occasioned thereby, be communicated and explained by him free of charge to the other of them, but no patent shall be applied for or taken out in respect thereof unless R. shall think fit, and then as between the said parties at their joint cost and in their joint names subject to the rights of any such person or persons, and such patent (if any) shall, subject as aforesaid, be also subject to this agreement, in the same manner as far as possible as the letters patent to be obtained in respect of the said invention.

R. may purchase W.'s interest at fixed price on notice.

11. R. may, at the end of any half-year aforesaid, after having served W. with one calendar month's previous notice in writing for that purpose, and satisfying all sums (if any) then due to W. hereunder, purchase for the sum of £—— all the estate and interest of W. in the said patent, and any patent rights then subject hereto.

On death of R. his surviving partners may elect to continue the agreement.

12. If R. shall die during the continuance of any patent rights for the time being subject hereto before he shall have elected to purchase the same as aforesaid, his surviving partner or partners (if any) shall, subject to any provisions in the articles of partner-

ship to the contrary, have the option to be declared in writing and served on W. within —— calendar months from the date of the death of R. to continue to carry out his part of this agreement upon the like terms as aforesaid except as provided in Clause 11.

IN WITNESS, &c.

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3. AGREEMENT *for* LOAN *to a* FIRM—ADVANCES *with* INTEREST *repayable only out of* FIXED SHARE *of* NET PROFITS *half-yearly*—PRESENT ADVANCE—OTHER SUMS *advanced according to* STATE *of* PROFITS—CHARGE *on* PATENTS—NO PERSONAL LIABILITY *to* REPAY.

AN AGREEMENT made the —— day of ——, 19—, BETWEEN A. B. and C. D., of, &c. (hereinafter called "the firm"), of the one part, and E. F., of, &c., of the other part: WHEREAS the firm is absolutely entitled to the patent rights mentioned in the Schedule hereto: AND WHEREAS the firm has for some time past been engaged at its address aforesaid in co-partnership in the business of working the said patent rights and the granting of licences thereof: AND WHEREAS the said E. F. has agreed to advance the firm the sum of £—— by instalments repayable together with interest at the rate of —— per cent. per annum out of one-third share of the net profits derivable from the said patent rights as from the —— day of —— last, but charged on the said patent rights as hereinafter provided, and not to be repayable by the firm or any member thereof personally: AND WHEREAS the last half-yearly accounts of the said business have been duly made up and ascertained as on the said —— day of —— last: AND WHEREAS the said E. F. has inspected the books of the said business and ascertained the state thereof and the amount of net profits derived from the said business during the two years immediately preceding the said —— day of —— last, and for the purposes hereof has accepted all the accounts relating to such period as entirely correct: AND WHEREAS the method by which the said accounts have been taken is intended, subject as hereinafter mentioned, to be also applied in ascertaining the amount of future net profits: AND WHEREAS in part pursuance of the said agreement the said E. F. has immediately before the execution hereof advanced the firm the sum of £—— part of the said sum of £——

Recitals.

Title to patents in schedule.

Business of firm to work same.

Agreement for advances to firm repayable out of net profits, and charged on patents.

Last half-year's accounts made up.

Accounts for last two years inspected by E. F., and accepted as correct

Past method of taking accounts accepted for ascertaining future profits.

Part of moneys now advanced.

Operative part.

the receipt of which sum of £—— the firm doth hereby acknowledge. NOW IT IS HEREBY AGREED as follows:—

Advances and interest only repayable out of profits or the patent rights.

1. The said sum of £—— and all other sums advanced hereunder shall bear interest at the rate of —— per cent. per annum from the respective times of advancement thereof, but except as to the charge on the said patent rights hereinafter contained shall, together with the interest aforesaid, be repayable only out of one-third share of the net profits derivable from working the said patent rights, and not by the firm or either member thereof personally (*q*).

Repayments half-yearly.

2. The said payments out of net profits shall be made half-yearly on every —— day of —— and —— day of —— commencing with the —— day of —— next or within thirty days thereafter respectively (*r*), and shall be made, firstly, in discharge of all interest aforesaid, and then in or towards satisfaction of the principal moneys for the time being due hereunder and remaining unpaid.

An instalment to be advanced each half-year if lender's receipts are of defined extent at least.

3. The sum of £—— (being the balance of the said sum of £——) shall be advanced in four equal instalments of £—— each (*s*) at the respective times hereinafter mentioned, that is to say if and whenever the said E. F. shall for any half-year aforesaid so long as any moneys advanced hereunder shall remain unpaid be entitled to receive out of the said net profits as hereinbefore provided a sum equal to or exceeding —— per cent. of the entire principal sum advanced and then remaining unpaid, and the firm shall have duly performed its obligations hereunder up to the time of accounts being furnished for such half-year as hereinafter provided, and shall not nor either member thereof have become bankrupt or committed any act of bankruptcy, whether

When legal mortgage. Mode of estimation of net profits.

(*q*) If the firm are to be personally liable a formal legal mortgage instead of this agreement should be executed. In the estimation of net profits for any half-year, and in the absence of an agreement to the contrary, interest on borrowed capital, and *à fortiori* the estimated receipts by the lender as above provided, would not apparently be first deducted from the gross returns. See as to the mode of ascertaining profits when the person entitled is not a partner (*e.g.*, a manager or foreman), *Rishton* v. *Grissell*, L. R. 5 Eq. 326; *Geddes* v. *Wallace*, 2 Bligh, 270.

(*r*) These extra days are mentioned in view of the charge made by Clause 4.

(*s*) Or unequal instalments.

available for adjudication or not, the said E. F. shall then forthwith, subject to the satisfaction of any moneys due to him on the said accounts, advance one of the said instalments.

Charge of patent rights (with declaration of trust), but not enforceable while firm performs obligations or works at profit.

4. The said patent rights and all extensions thereof, together with the interest of the firm in any patents hereinafter obtained by it in respect of any improvements or additions to the several inventions mentioned in the Schedule hereto, or of any new discoveries useful for the manufacture of ——, are hereby charged with the repayment of the said principal moneys and interest, and the firm shall hold any patent rights sold by the said E. F. in enforcement of the said charge or any part thereof in trust for the purchaser or purchasers at any such sale, but such charge shall not be enforced so long as the firm shall perform and observe its obligations hereunder, and work the said patent rights at such a profit at least as will admit of the said E. F. receiving each half-year out of the one-third share of the net profits for that period as aforesaid all interest then due on the principal moneys then already advanced by him and remaining unpaid, but in case the firm shall make default in the performance or observance of any obligation hereunder, and (where such default is capable of being made good) shall for —— days after a notice in writing shall have been served on the firm by the said E. F. requiring it to make good the same omit so to do, or in case the said share of net profits for any half-year shall not admit of the receipt by the said E. F. of the full interest thereout as aforesaid, then the said E. F. may at any time thereafter, notwithstanding any further advances made by him to the firm in the meantime, call in the principal moneys advanced and for the time being remaining unpaid hereunder, together with all interest thereon aforesaid, and in default of payment thereof or any part thereof respectively forthwith may enforce the said charge (*t*).

(*t*) A formal legal mortgage could, of course, be executed, comprising the terms of this agreement, except as to the mere charge, and then registered. The object here, however, is to leave the firm quite unfettered in its dealings with the patents before the charge becomes enforceable, and to avoid any exposure of the affairs of the firm, which might result from registration of the mortgage. Notice of the charge is to be indorsed on the patent (Clause 6). If the agreement be executed as a deed, then sects. 19 and 20 of the Conveyancing Act, 1881, conferring powers of sale, &c. will operate. By sect. 2 (vi) of that Act, "a mortgage" may

Accounts, inspection, &c.

5. The firm shall keep at its usual place of business all proper books, &c. [*Clause* 9, *Agreement* 1, p. 1006, *ante*].

Payment of fees.

6. [For Clause as to payment of fees, use *Sp. Cl.* 37, p. 1161.]

Defence of patent.

7. The firm shall at all times during the continuance hereof defend every proceeding for revocation of any letters patent comprised herein, and protect the same from infringement.

Notice of this agreement to be indorsed on partnership deed and patents.

8. Notice of the effect of this agreement shall forthwith be indorsed on the deed of partnership dated, &c., of the firm, and also on the several letters patent mentioned in the Schedule hereto, and signed in each case by the several persons parties thereto (*u*).

In witness, &c. (*x*).

The Schedule.

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4. AGREEMENT *for* Sale *of* Moiety *of a* Patent—Provisional Protection *obtained*—Purchase-money *in* three Instalments *payable* (1) *at* Date, (2) *on* Acceptance *of* Complete Specification, (3) *on* Grant *of* Patent—Conditions *of* Working—Rescission *before* Grant *in certain events*.

Recitals.

Invention and provisional protection.

AN AGREEMENT made the —— day of —— Between A. B., of, &c. (hereinafter called "the inventor"), of the one part, and C. D., of, &c., of the other part: Whereas the inventor has

mean "any charge on any property for securing money." A declaration of trust, as above, is recommended. The object is to obtain, if necessary, an order under the Trustee Acts vesting the legal estate in the purchaser, in case the patentee will not, or cannot, join in the assignment.

(*u*) The indorsement seems advisable, as the agreement, not being a legal mortgage, will not be registered. The notice will prevent licences being granted at premiums, or sales of the patents, without the concurrence of E. F. See as to assignees of patents taking with notice of the claims of a prior assignor to a share of the net profits being bound to account to him for the profits received by them, *Werdermann* v. *Société Générale d'Electricité*, 19 Ch. D. 246 (Jessel, M. R., and Lush and Lindley, L. JJ.).

Agreement to be by deed.

Stamp duty.

No liability of lender as partner.

Service of notices.

(*x*) This agreement should be by deed (see note (*t*), *ante*), but cannot be registered. *Ibid.* The lender will be under no liability as a partner. See Partnership Act, 1890, s. 2. For a clause as to service of notices, see *Sp. Cl.* 51, *post*, p. 1165.

invented certain improvements in, &c. [*title of invention*], and has obtained provisional protection within the realm in respect of such invention as from the —— day of —— last: AND WHEREAS it is agreed that the said C. D. shall for the sum of £—— purchase one half-share in the patent and any extension thereof obtainable in respect of the said invention: AND WHEREAS as part of the said purchase-money the said C. D. has immediately before the execution hereof paid the inventor the sum of £——, the receipt whereof is hereby acknowledged (*y*). NOW IT IS HEREBY AGREED as follows:—

Agreement for sale of moiety of home patent, &c.

Part of purchase-money now paid.

1. The inventor shall forthwith prepare a complete specification of the said invention, and with all due speed procure the same to be accepted at the patent office.

Complete specification to be prepared.

2. Within —— days after written notice of the acceptance of the complete specification shall have been served on him by the inventor, the said C. D. shall pay to the inventor the sum of £—— (*z*) further part of the said purchase-money.

Further part of purchase-money to be paid after acceptance.

3. On payment of the said sum of £—— the said C. D. shall be entitled to be made an applicant for the patent jointly with the inventor, who shall then forthwith obtain the amendment of his application in this respect accordingly.

On such payment C. D. to be made co-applicant.

4. All costs and expenses incurred by the said parties on account of any opposition to the grant of the patent shall be borne by the inventor exclusively.

Cost of opposition to grant to be borne by inventor.

5. As soon as the patent shall be granted as aforesaid and duly sealed, the said C. D. shall pay the inventor the balance of the said purchase-money.

After sealing of patent balance of purchase-money to be paid.

6. The patent and every extension thereof shall be held and enjoyed by the parties in equal shares as tenants in common, subject to the following conditions:—

Conditions of ownership.

(a) The fees for renewal shall be the annual ones, and together with any fees payable for extension of the times for renewal respectively shall be borne equally by and between the parties, and if either party shall at any time or

Renewal fees paid according to shares.

(*y*) This should be a small percentage by way of deposit. Until the complete specification is accepted a purchaser would hardly pay a substantial part of the purchase-money. After the acceptance the purchaser pays a more substantial sum, and then should be entitled, as above provided, to be made a co-applicant.

(*z*) A substantial part of the purchase-money. See note (*y*).

times hereafter make default in or object to continue the payment of the said fees the other party shall be at liberty to pay the same, or to continue the payment thereof, as for the remainder of the term, or any shorter period, and may claim from the defaulting or objecting party aforesaid a return of one-half of any payment so made, and shall have a charge on his share in the patent and extension (if any) thereof for the sum so returnable, together with interest thereon from the time of demand thereof at the rate of 5 per cent. per annum.

Unrestricted working, &c., except as to licences, at premiums.

(b) Each party shall be unrestricted in the working of the patent and grant of licences at royalties, and shall not be liable to account for any profits or royalties receivable by him thereby or thereunder, but no licence except at royalties shall be granted otherwise than by the parties jointly, who shall be entitled to all fines and premiums thereunder in equal shares (*a*).

Same conditions to apply to patents for improvements, &c.

(c) The conditions in this clause shall as far as possible apply to any patent obtained by the parties for any improvement, addition, or discovery hereinafter mentioned.

If specification not accepted, C. D. may abandon purchase and claim return of deposit with interest.

7. If the inventor shall under the present or any new application fail to obtain the acceptance of a complete specification (*b*), he shall then forthwith give notice in writing to the said C. D. of such failure, and the said C. D. may within —— weeks after the receipt of such notice abandon the said purchase and claim a return forthwith of the said sum of £—— together with interest thereon at the rate of —— per cent. per annum from the date hereof until repayment, but if the said C. D. shall within the said period omit to give notice in writing to the inventor of his having abandoned the said purchase, he shall be deemed to have elected to take the benefit of another application, and in that case the said parties shall thereupon forthwith (if not precluded) jointly (but at the expense of the inventor) make and prosecute a new application for the said patent.

(*a*) Condition (b) may be modified by providing for the partition of the patent in some respects. For a partition deed, see *post*, p. 1092. For further provisions, see *post*, pp. 1105—1108.

(*b*) As to the time for obtaining the acceptance, see sects. 5 and 6 of the Act of 1907.

Improvements, &c. to be shared equally in the terms hereof.

8. Each party shall from time to time after making any improvement in or addition to the said invention or discovery useful in the manufacture of —— (including any improvement, addition or discovery aforesaid now (if so) in his knowledge and possession), forthwith give notice thereof in writing to the other of them; and, as and when reasonably required by the latter and at his expense as to actual costs (if any) out of pocket occasioned thereby, communicate and explain to him or his agents such improvement, addition, or discovery; and the said other party, in case the communicating party shall not intend to take out letters patent in respect thereof, shall be entitled to use the same free of charge; but in case the communicating party shall intend to apply for letters patent in respect thereof, shall pay one moiety (*c*) (not, however, exceeding altogether the sum of £——) of the current costs and expenses of and attending the application for and obtaining the said letters patent, and shall be entitled to be made a co-applicant therefor, and the same when obtained shall be held and enjoyed by the said parties in equal shares (*c*) subject to the terms of Clause 6 hereof.

If patent not obtained, moneys to be returned, subject to any claim for damages.

9. If by reason of opposition to the grant thereof or otherwise the said patent cannot be obtained, the said C. D. shall be entitled forthwith (subject to the provisions of Clause 7) to the return of all moneys paid by him as aforesaid, but without interest thereon, or, in default of payment after demand, together with interest thereon from the time of demand thereof at the rate of —— per cent. per annum until repayment, but without prejudice to any claim for damages by either party against the other of them on account of any act or default whereby such failure to obtain the patent ensued (*d*).

Transmission clause.

10. Except where in any case the context requires a different interpretation, the expression "the inventor," or "the said C. D.," or other expression referring to either of the said parties wheresoever used herein shall extend and be construed to apply also as far as possible to the assigns of the persons so designated.

In witness, &c. (*e*).

(*c*) Or in unequal shares, as may be intended.

(*d*) There is no implied warranty of title to the invention in an agreement to sell a patent (or share therein).

(*e*) For a clause as to service of notices, see *Sp. Cl.* 51, *post*, p. 1165.

5. AGREEMENT *to* Obtain *and* Assign Letters Patent *for an* Invention, *in consideration of a* Sum *of* Money, *and* Delivery *of certain number of the* Patent Articles.

AN AGREEMENT made the —— day of —— Between [*inventor*], of, &c., of the one part; and [*purchaser*], of, &c., of the other part.

Recital of invention.

Whereas the said [*inventor*] claims to have invented a new and improved kind of ——, a plan or drawing of which is hereunto annexed. And whereas the said [*purchaser*] has arranged with the said [*inventor*] for the sale to him of the benefit of the said invention, in the manner and upon the terms hereinafter expressed.

Testatum.

NOW IT IS HEREBY AGREED that, in consideration of the sum of £—— to the said [*inventor*] now paid by the said [*purchaser*], the receipt whereof is hereby acknowledged, and also in consideration of the agreements hereinafter contained on the part of the said [*purchaser*], he the said [*inventor*] hereby agrees with the said [*purchaser*] in manner following (that is to say), that he the said [*inventor*] will, at any time or times hereafter within the term of fourteen years, to be computed from the day of the date of these presents, upon the request and at the cost of the said [*purchaser*], his executors, administrators, or assigns, take and use all such steps, means, and proceedings, as shall be requisite or proper for obtaining, and use his the said [*inventor*]'s utmost endeavours to obtain, in the name of him the said [*inventor*], a patent for the sole and exclusive making, using, exercising, and vending of the said invention within the United Kingdom of Great Britain and Ireland, and the Isle of Man, as the said [*purchaser*], his executors, administrators, and assigns, may desire, during the term or terms for which patents for inventions are usually granted; And further, that the said [*inventor*], his executors or administrators, will, at any time or times after obtaining any such patent, upon the request and at the cost of the said [*purchaser*], his executors, administrators, or assigns, make, do, and execute all such assignments, deeds, matters, and things, as the said [*purchaser*], his executors, administrators, and assigns, shall reasonably require for assigning and transferring unto the said [*purchaser*], his executors, administrators, and assigns, for his or their absolute benefit, the said patent, and the full benefit and advantage thereof; And

In consideration of a sum, and of the purchaser's covenants,

inventor covenants with purchaser,

to solicit grant of letters patent;

and to assign letters patent;

FURTHER, that he the said [*inventor*] will, at any time or times hereafter, upon every reasonable request of the said [*purchaser*], his executors, administrators, or assigns, more particularly and sufficiently describe to him or them, or his or their agents or workmen, either in writing or by personal explanation and instruction, or otherwise, the nature of the said invention, and in what manner the same, and every part thereof, and every process relating thereto, are to be performed or carried into effect and used; AND FURTHER, that he the said [*inventor*], his executors or administrators, will not, nor shall any person or persons claiming by, from, through, or under him or them, at any time or times hereafter, during the term of fourteen years to be computed from the day of the date of these presents, without the consent or licence of the said [*purchaser*], his executors, administrators, and assigns, either alone or in co-partnership, or in any other manner howsoever, directly or indirectly, make or assist in the making of any —— of the new and improved kind hereinbefore mentioned, or in the construction of which the aforesaid invention shall be used; or (except by any specification or specifications which may have to be executed and enrolled for the purposes of the application for the said patent) describe, either in writing or otherwise, to any person or persons other than the said [*purchaser*], his executors, administrators, or assigns, the nature of the said invention, or in what manner the same is to be performed or carried into effect, or give any information, or do or permit, or be party or privy to, any act, matter, or thing whereby or by means whereof the same respectively may be known by any person or persons other than as aforesaid, or whereby or by means whereof the said [*inventor*] may be prevented or hindered from obtaining the said patent for the purposes hereinbefore mentioned; AND FURTHER, that he the said [*inventor*] has not at any time or times heretofore described, either in writing or otherwise, to any person or persons other than the said [*purchaser*] (*f*), the nature of the said invention, or in what manner the same is

to instruct purchaser in the invention;

not to use invention without purchaser's licence;

nor, except by specification, to disclose invention;

that inventor hath not disclosed invention, and is not prevented from obtaining patent;

(*f*) Such a previous disclosure is no objection to the novelty of the invention at the time of the grant of the letters patent. To invalidate the patent on the ground of want of novelty, there must be a prior publication to the world, or public use.

Novelty of invention.

to be performed or carried into effect, or given any information, or done or permitted, or been party or privy to, any act, matter, or thing, whereby or by means whereof the same respectively may have been or may be known by any person or persons other than as aforesaid, or whereby or by means whereof he may be prevented or hindered from obtaining the said patent for the purposes hereinbefore mentioned; AND FURTHER, that he the said [*inventor*] will, at any time or times hereafter, upon every request, and at the cost of the said [*purchaser*], his executors, administrators, or assigns, make, do, execute, and perfect all such lawful acts, deeds, disclaimers, amendments, and other matters and things, for the better or more satisfactorily or effectually sustaining or maintaining such patent as aforesaid, and assuring the same, and the full benefit thereof, and of the said invention unto the said [*purchaser*], his executors, administrators, and assigns, as by him or them shall be reasonably required. AND IN CONSIDERATION of the agreements hereinbefore contained on the part of the said [*inventor*], he the said [*purchaser*] hereby agrees with the said [*inventor*], his executors and administrators, that he the said [*purchaser*], his executors or administrators, will, within the space of one year, to be computed from the day of the date of the patent to be so obtained as aforesaid, at his or their cost, make and deliver, for and to the said [*inventor*], his executors and administrators, —— complete, perfect, and well made and finished —— of the new and improved kind hereinbefore mentioned; AND will, from time to time and at all times hereafter, save, defend, and keep harmless and indemnified the said [*inventor*], his heirs, executors, and administrators, and his and their estates and effects whatsoever and wheresoever, of, from, and against all costs and charges to be incurred or sustained in, about, or in anywise relating to the obtaining of the said patent, and the preparing any specification or specifications which may be necessary for the purposes of the application for the same, and of, from, and against all claims and demands on account thereof. PROVIDED ALWAYS, and it is hereby agreed and declared, that the solicitor or agent to be employed in obtaining the said patent, and in preparing any such specification or specifications as aforesaid, shall be appointed by the said [*purchaser*], his executors, administrators, or assigns; And that the said [*inventor*], his heirs, executors, or administrators, shall not be answerable or accountable for any neglect or

for further assurance.

Purchaser agrees to make a certain number of articles, and deliver them to the inventor;

to indemnify inventor from costs of obtaining letters patent.

Proviso that purchaser is to appoint solicitor or agent, and that inventor shall not be responsible for his default.

default of such solicitor or agent, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

As WITNESS, &c.

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6. AGREEMENT *for* SALE *of Patent after acceptance of Complete Specification*—VENDOR TO MANUFACTURE FOR PURCHASER *within District*—EXCLUSIVE LICENCE *for same District*—ROYALTIES *on Goods sold to strangers—Clauses as to prices, delivery, accounts, and disposition of Goods on determination of Licence.*

AN AGREEMENT made the —— day of —— 19—, BETWEEN A. B., of, &c., of the one part, and C. D., of, &c., of the other part: WHEREAS the said A. B. as the inventor of a new and improved process, &c. [*title*] made his application for letters patent on the —— day of —— last, and obtained the acceptance of a complete specification in respect of the said invention on the —— day of —— last: AND WHEREAS the said A. B. has established himself at —— aforesaid in the business of, &c., and is possessed of divers plant, machinery, utensils and other effects necessary or suitable and ready for the manufacture of the said ——: AND WHEREAS the said C. D. is desirous of purchasing the said invention and the letters patent obtainable in respect thereof, and every extension of the said letters patent, and the exclusive benefit of all improvements in or additions to the said invention, or any new discovery useful for the manufacture of —— now (if at all) in the knowledge and possession of or which hereafter may be made by the said A. B. and of securing the services of the said A. B. in the manufacture of ——. NOW IT IS HEREBY AGREED as follows:—

Recitals.

Invention.

Acceptance of complete specification.

Vendor established in business.

Desire to purchase patent, and for vendor to manufacture for purchaser.

1. The said A. B. shall sell and the said C. D. shall purchase the said invention, patent and rights aforesaid for the sum of £——, of which the sum of £—— has now been paid (the receipt whereof is hereby acknowledged), and the sum of £—— the remainder thereof shall be paid at or immediately before the execution of the assurance hereinafter mentioned.

Sale for sum in three instalments (one now paid).

2. The said C. D. shall be entitled to be made an applicant for the grant of the said patent jointly with the said A. B. who shall at his own expense forthwith procure the amendment of his application in this respect.

C. D. to be made a co-applicant.

Costs of opposition to grant borne by A. B.

3. All costs and expenses incurred by the said parties on account of any opposition to the grant of the said patent and of obtaining the grant thereof shall be borne exclusively by the said A. B. (*g*).

Assignment of patent to C. D. after grant.

4. The said patent shall be obtained with all due speed, and immediately after the sealing thereof shall at the expense of the said C. D., but subject to the payment of the balance of the said purchase-money, be assured, together with the exclusive benefit of any extension thereof, to the said C. D. by the said A. B. so that the entirety thereof shall become vested in the said C. D.

If patent not obtained, deposit to be returned without prejudice to claim for damages (if any).

5. If by reason of opposition to the grant thereof or otherwise the said patent cannot be obtained, the said C. D. shall be entitled forthwith to the return of the said sum of £—— without interest, or, in default of payment, &c. [*Clause* 9, *ante*, p. 1017.]

Vendor to manufacture for purchaser at fixed prices for a term.

6. Subject as aforesaid, the said A. B. shall for a term of —— years from the date hereof, within the borough of —— or other place or places in the said county of —— approved of by the said C. D., manufacture for and supply to the said C. D. or his nominees all such articles aforesaid which can be manufactured according to the said invention as the said C. D. shall from time to time require not exceeding —— in number per calendar month, and at prices not exceeding the prices mentioned in the Schedule hereto in respect of the class of articles so supplied, and shall manufacture the same in a good and workmanlike manner, and execute all such orders with due and necessary dispatch.

Good manufacture.

Vendor may manufacture and sell goods to others within district.

7. The said A. B. shall at all times during the said term, subject as aforesaid, be at liberty within the said borough or other place or places aforesaid to manufacture the said articles in such numbers as he may think fit, and within the said county to sell the same to any person or persons other than the said C. D. or his nominees at such prices respectively as shall not be less than —— per cent. over and above the prices for the time being payable by the said C. D. for corresponding articles as aforesaid (*h*), and so that the said A. B. shall pay to the said C. D. on all such articles when sold

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(*g*) Or equally between the parties, or otherwise.

(*h*) This clause will operate as a licence, which, by Clause 10, is to be exclusive for the county, except that it is implied that C. D. himself may also use the invention within the same district. The agreement can, of course, be added to by the insertion of other clauses relating to licences.

by him the royalties mentioned in the schedule hereto according to the class thereof respectively (*i*).

Monthly accounts, inspection, &c.

8. All accounts between the said parties shall be made up and settled at the end of every calendar month, the first whereof commencing at the date of the said assurance, and accordingly the said A. B. shall keep at the said manufactory or other usual place of business of his for the time being, all proper books of account, &c. [*Clause* 10, p. 1006, *ante, omitting reference to licences and other dealings, substituting* "month" *for* "half-year," *and omitting reference to paying expenses of an accountant and the remaining matter.*]

Expenses of delivery of articles.

9. All articles so supplied to the said C. D. or his nominees shall if delivered within the said borough (*k*), be delivered free of expense to him or them, but otherwise shall be delivered at his or their expense.

Purchaser not to license other than vendor within the district.

10. The said C. D. shall not during the said term license within the said county any other person or persons than the said A. B. to manufacture or sell the said articles.

Improvements, &c.

11. The said A. B. shall from time to time after making any improvement in or addition to the said invention or discovery useful in the manufacture of —— (including any improvement, addition, or discovery aforesaid now (if so) in his knowledge and possession), forthwith give notice thereof in writing to the said C. D. or his assigns, who shall be entitled to the sole and exclusive benefit thereof [except as to the personal use thereof by the vendor]; and as and when reasonably required by the said C. D. or his assigns, but at his or their expense as to actual costs (if any) out-of-pocket occasioned thereby, communicate and explain to the said C. D. or his assigns, or his or their agents, any such improvement, addition, or discovery [and at the like expense and also for such remuneration, not being less than at the rate of £—— per day, as the said C. D. or his assigns shall think fit to allow therefor, himself personally, and to the best of his ability, instruct, superintend, and assist on any business premises of the said C. D. or

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(*i*) The royalties become payable as soon as the sale is effected—that is, when the legal title of the purchaser to the articles first accrues. Consequently, the actual payment for the articles is not necessarily an element in the question of sale or no sale.

(*k*) Or the limits within which A. B. will send his own carriers.

his assigns, not less than —— workmen or other persons named by him or them in the process and details of the manufacture of articles with the use of such improvement, addition or discovery, so as to make them proficient therein]. And shall, at the expense (not, however, exceeding the sum of £——) of the said C. D. or his assigns, if he or they shall require the same, apply for and obtain, or (if he or they shall so think fit) join with him or them in applying for and obtaining, letters patent in respect of any such improvement, addition or discovery; and execute and do all such assurances and things as shall be necessary or convenient for vesting the same letters patent and the exclusive benefit thereof in the said C. D. or his assigns [subject to the personal use by the said A. B. of the invention comprised therein] as by the said C. D. or his assigns shall be reasonably required.

And further, the foregoing provisions in this clause (including as to the limit of expense to the said C. D. or his assigns) shall, as far as possible, apply to the interest of the said A. B. in every such improvement, addition, or discovery aforesaid, which he may, in conjunction with any other person or persons, now have in his knowledge and possession, or hereafter make, and every such improvement, addition, or discovery shall, if the said C. D. shall not otherwise direct, be applied to the manufacture of the said articles to be supplied to him or his nominees as aforesaid.

Vendor not to be concerned in trade in similar articles.

12. The said A. B. shall not during the continuance of the said patent, or any renewal thereof, or any other patents for the time being comprised therein (except as hereinbefore provided), manufacture or sell any articles aforesaid, or such as shall be similar in character to the said articles, or be engaged or concerned in or promote any business or company for the manufacture or sale of any such articles respectively, or do any act or thing calculated to depreciate the value to the said C. D. of the said invention.

Determination of agreement to employ vendor on default in supplying goods or bankruptcy.

13. The said C. D. shall be at liberty to determine the agreement and licence aforesaid relating to the manufacture, supply and sale of the said articles on the said A. B. wilfully neglecting or refusing, or for the space of one calendar month becoming unable from any cause whatever to execute any order aforesaid, or otherwise making default in the performance or observance of any of his obligations hereunder, or on the said A. B. becoming bankrupt, or committing any act of bankruptcy whether available for adjudication or not.

14. In the event of the said agreement and licence as to the manufacture, supply and sale of articles becoming determined by effluxion of time or any other event, the said C. D. shall be at liberty, so long as the same shall remain unsold by the said A. B., to call for the supply to him or his nominees at the said prices respectively mentioned in the Schedule hereto of all articles (if any) manufactured as aforesaid, or any of them then in the possession and ownership of the said A. B. and not subject to any previous orders of the said C. D., or, at the option of the said C. D., as to any such articles to claim royalties thereon payable on demand of the respective amounts mentioned in the Schedule hereto less —— per cent. in lieu of any royalties on the sale thereof respectively. Provided always, that subject as above mentioned, the said A. B. shall be at liberty at any time or times after the determination of such agreement and licence to sell any such articles last aforesaid at any prices respectively whatever, but shall immediately after any such sale pay to the said C. D. royalties thereon of the respective amounts mentioned in the said Schedule and that after such determination the said A. B. shall give the said C. D. every facility at all reasonable times to ascertain the number and class of such articles, and the transactions of the said A. B. in regard thereto respectively. Disposition of goods in hand on determination of agreement and licence.

In witness, &c. (*l*).

The Schedule.

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7. AGREEMENT *for* Sale of Foreign *and* Colonial *Patents (in course of being obtained)—Special Clause enabling Purchaser to retire from any Purchase.*

AN AGREEMENT made, &c. Between A. B., of, &c. (hereinafter called "the vendor"), of the one part, and C. D., of, &c. (hereinafter called "the purchaser"), of the other part [*recite the* Recitals.

(*l*) In respect of the licence, this agreement should be executed as a deed.

This agreement should be registered, *quâ* the licence, after the assignment has been registered.

For a clause as to service of notices, see *Sp. Cl.* 51; *post*, p. 1165.

invention and that provisional protection has been obtained at home, as ante (m), p. 1014]: AND WHEREAS the vendor has lately made or is about to make application for patent or other similar privileges (hereinafter called "patents") for the colonies and foreign countries mentioned in the Schedule hereto in respect of the said invention: AND WHEREAS the vendor has agreed with the purchaser (by separate contract as to each patent (*n*)) to sell to him the said patents at the respective prices mentioned in the said Schedule: AND WHEREAS the purchaser has immediately before the execution hereof paid to the vendor the sum of £—— (apportioned between the said patents as in the said Schedule mentioned) part of the said purchase-money, the receipt whereof is hereby acknowledged. NOW IT IS HEREBY AGREED as follows:—

Applications pending for colonial and foreign patents.

Separate contracts to sell same to C. D.

Payment of deposit.

Vendor to continue proceedings.

1. The vendor shall at his own expense forthwith commence or continue, and with all due speed take and prosecute the necessary steps and proceedings for obtaining the said several patents.

Balance of purchase-moneys payable in instalments, as per Schedule.

2. The balance of the purchase-money for any patent shall be payable by instalments in the amounts and at the times respectively in the Schedule hereto mentioned, and any instalment not paid at or before the time appointed for payment shall thenceforth bear interest at the rate of —— per cent. per annum until actual payment thereof.

Retirement by purchaser from any purchase on relinquishment of moneys paid, &c.

3. The purchaser may at any time not later than —— weeks before the time fixed in the Schedule for the completion of the purchase of any patent, retire therefrom by then serving the vendor with a written notice for that purpose, whereby also the purchaser shall offer to relinquish all claim to any moneys paid by him in respect of the said purchase, and also to pay on demand any moneys then already due in the like respect and remaining unpaid.

(*m*) Except (if time admits) as to countries which are members of the International Union, a provisional, not a complete, specification should only be furnished, because publication first takes place on the acceptance of the complete specification (sect. 9 of the Act of 1907), which would be a bar in many colonies and foreign countries to the obtaining patents there.

(*n*) An entire contract cannot be apportioned. The contracts are here to be supposed to be verbal ones, as, if in writing, they should either be fully recited here or be sufficient without the necessity of this agreement.

4. The purchase of each patent shall be completed at the time and place in respect thereof mentioned in the Schedule (*o*). Purchases completed at times and places as per Schedule.

5. If the vendor shall unreasonably make delay in or discontinue the proceedings in respect of his application for any patent, and shall for more than —— days after he shall have been requested in writing by the purchaser to continue the same omit so to do, the purchaser may at any time thereafter before the vendor shall (if at all) continue such proceedings, either retire from the purchase of that patent, and shall then accordingly be entitled to a return of all moneys (if any) paid by him in respect of such purchase together with interest thereon respectively (as for money lent) at the rate of —— per cent. per annum from the times of payment until the repayment thereof respectively, or if time will so admit, may at the expense of the vendor and by means of a power of attorney or other (if any) necessary powers given by him (who shall accordingly confer the same) himself continue or cause to be continued the said application and all proceedings consequent thereon, until the said patent shall be granted and vested in the purchaser, and all moneys (if any) paid by the purchaser in the due and proper exercise of any such powers shall be repaid by the vendor on demand, together with interest thereon respectively at the rate last aforesaid from the time of payment until the repayment thereof respectively, notwithstanding that from any cause not attributable to the purchaser the patent shall not finally be obtained.

If vendor discontinue, purchaser may claim return of moneys and interest.

Or, with necessary powers, himself continue proceedings.

Expenses of purchaser repaid with interest.

6. If through any cause attributable to the state of the title to the invention in any country aforesaid the patent in respect thereof cannot be obtained, the purchaser shall be entitled on demand to a return of all moneys paid by him for the purchase of such patent, but without any interest thereon or (subject as in the last clause provided) any claim for damages or compensation on account of the failure to obtain the patent.

If any patent unobtained through defect in title, moneys returned without interest, &c.

7. [For a clause as to services of notices, use *Sp. Cl.* 51, *post*, p. 1165.] Service of notices.

In witness, &c.

The Schedule.

(*o*) This can, of course, only be finally effected in each country itself, and according to the laws thereof.

8. AGREEMENT *for* Sale *of* Patents *to a* Trustee *for a* Joint Stock Company (*in course of formation*)—Purchase-money *in* Cash *and* Shares (*p*).

Recitals.

Vendor entitled by assignment to patent.

Agreement to sell to company for £——the patent and an equal interest in any improvements.

Company to be formed to purchase patent.

Memorandum and articles already prepared.

Capital and shares.

Sale for £——.

AN AGREEMENT made, &c., Between A. B., of, &c. (hereinafter called "the vendor"), of the one part, and C. D., of, &c., as trustee for the company (hereinafter mentioned and called "the company") now in course of formation of the other part: Whereas the vendor is entitled under an assignment dated, &c., and made, &c., to the invention and patent in respect thereof mentioned in the Schedule hereto: And whereas the vendor has agreed with the said C. D. as such trustee for the sale to the company at the price of £—— of the said patent and all extensions thereof, and the exclusive benefit of all improvements in or additions to the said invention, or any new discovery relating to the manufacture of ——, now (if at all) in the knowledge and possession of or which hereafter may be made by him: And whereas the company is about to be formed under the Companies (Consolidation) Act, 1908, with the name of The —— Company, Limited, having the object (amongst others) of acquiring the said patent: And whereas the memorandum and articles of association of the company have with the privity of the vendor been already prepared: And whereas the nominal capital of the company is provided to be £—— divided into 15,000 shares of £—— each (*q*). NOW IT IS HEREBY AGREED as follows:

1. The vendor shall sell and the company shall purchase at the price of £—— the invention and patent mentioned in the Schedule hereto, and the sole and exclusive benefit of the said patent, and all extensions thereof (*r*), and the like benefit of all improvements, additions or new discoveries aforesaid.

(*p*) This precedent is intended to answer the double purpose of an ordinary agreement for sale to an individual of a patent already obtained, and of dealing with the case of an inchoate company as the purchaser.

(*q*) The above agreement involves the adoption of it by the company when formed. This will be done by an agreement between the vendor, the trustee, and the company, which is intended for indorsement on the original contract with or without modifications thereof.

(*r*) See sect. 18 of the Act of 1907 as to extensions. An assign can petition, as the term "patentee" means "the person for the time being entitled to the benefit of a patent" (sect. 93).

2. The said purchase-money of £—— shall be satisfied by the payment of £—— in cash, and the allotment to the vendor or his nominees of —— shares in the company numbered —— to —— both inclusive, which shall be deemed for all purposes to be fully paid up (*s*). Purchase-money in cash and shares.

3. The purchase of the said patent shall be completed on the —— day of —— next, at No. ——, &c., the offices of Messieurs E. F. & Co., the solicitors of the vendor, or if from any cause the same shall not be then completed, the company shall pay interest on the said sum of £—— at the rate of —— per cent. per annum from that day until the completion thereof. Day fixed for completion and interest payable if purchase not then completed.

4. The vendor shall from time to time after making any improvement in or addition to the said invention, &c. [*ante*, p. 1023 (*t*)]. Improvements, &c. to be assigned, instruction given, &c.

5. The adoption of this agreement by the company shall operate to discharge the said C. D. from all liability in respect thereof (*u*). When agreement adopted by company, C. D. to be discharged from liability.

(*s*) By sect. 88 of the Companies (Consolidation) Act, 1908, it is necessary to file with the registrar of companies, within one month of allotment, a contract in writing, as therein provided, in the case of shares allotted as fully or partly paid up otherwise than in cash.

(*t*) A clause might follow the above one as to the vendor not engaging in the manufacture or sale of similar articles. Thus:—

"The vendor shall not, during the continuance of the said patent or any extension thereof [except as herein provided], manufacture [or sell] any articles aforesaid, or such articles as shall be similar in character to the same, or be engaged or concerned in or promote any business or company for the manufacture, sale, or letting on hire of any such articles respectively, or do any act or thing calculated to depreciate the value to the company of the said invention." Vendor not to be concerned in trade in similar articles.

(*u*) The liability of C. D. so far, until the company adopts the agreements, is to pay for the patents himself at the total fixed price in cash. See *Kelner* v. *Baxter*, L. R. 2 C. P. 174, which was a case of an open contract by persons on behalf of an unformed company to buy goods for cash. The company was formed, and the goods handed over and consumed in its business, but they were not paid for. The company collapsed without making the payment, and it was held that no adoption by the company could relieve the persons from liability without the assent of the vendors. See, also, *Scott* v. *Lord Ebury*, L. R. 2 C. P. 255, where, in the case of an advance being made to promoters of a company to be repaid out of the calls on shares, it was held that on the collapse of the

Rescission by either party if minimum number of shares not subscribed within certain time.

6. Either party hereto may in writing rescind this agreement unless before the —— day of —— next —— shares at least of the company shall have been duly subscribed for and £—— per share at least paid by the subscribers thereon.

Rescission also, if agreement not adopted by company by certain date.

7. If this agreement shall not be adopted by the company before the —— day of —— next (*x*) either party may by writing rescind the same.

Agreement to be filed before issue of shares.

8. This or some other contract in writing constituting the title of the allottee to the allotment, together with any contract of sale, or for services or other consideration in respect of which the allotment shall be made (if any such there be) shall, within one month of allotment, be filed by the company with the Registrar of Companies.

In witness, &c. (*y*).

The Schedule.

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9. AGREEMENT *between* Joint Applicants *for a Patent, defining their respective* Interests *and* Powers *on working* separately.

Recitals. Joint application. Acceptance of complete specification.

AN AGREEMENT made, &c., Between A. B., of, &c., of the one part, and C. D., of, &c., of the other part: Whereas the said parties on the —— day of —— last jointly applied for letters patent for the United Kingdom and the Isle of Man in respect of an invention for, &c.: And whereas the complete specification of

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company without payment, and notwithstanding its adoption of the contract, the promoters were personally liable. Clause 5, above, is therefore essential to the discharge of C. D. Further, the next two clauses provide for rescission by either party. It seems impossible, however, to contend that C. D. would be liable at all under the above form of agreement as it stands, except in the case of his refusal to assent to the assignment to the company. This exception will apparently prevent the above agreement from being treated as a contract in which one of the parties shall not be personally liable. Such a stipulation, if expressed at least in the contract, would be void, as being repugnant to the nature of a contract. See the cases of *Furnivall* v. *Coombes*, 5 Man. & Gr. 736; *Williams* v. *Hathaway*, 6 Ch. D. 544; and *Watling* v. *Lewis*, [1911] 1 Ch. 414.

(*x*) Some day prior to the day of completion fixed by Clause 3.

(*y*) For a clause as to service of notices, see *Sp. Cl.* 51, *post*, p. 1165.

the invention was accepted on the —— day of —— last: AND WHEREAS the said parties are desirous of defining the terms and conditions under which they respectively shall use, work and vend the said invention and letters patent. NOW IT IS HEREBY AGREED as follows:— Desire to define the respective interests.

1. The said A. B. shall henceforth be entitled to use, work, and vend the said invention, and assign, grant licences in respect of, and otherwise deal with, the said patent, for the residue of the term to be comprised therein, and any extension thereof, to the exclusion of the said C. D., for the districts or places mentioned in the first schedule hereto, as effectually in all respects as if he were the absolute owner of the said patent for such districts or places, and the said C. D. shall henceforth be entitled to similar rights for the like period or periods to the exclusion of the said A. B. in and for the districts or places mentioned in the second schedule hereto. Exclusive use for certain districts to one or the other party.

2. Except as aforesaid, each party shall be at liberty to work the said patent and grant licences in respect thereof for his own exclusive benefit, for any district or districts or place or places within the United Kingdom or Isle of Man, at any annual royalties he may think proper, without the consent or concurrence of the other party, and shall not be liable to account for any profits or royalties received by him thereby or thereunder, but shall not grant any such licences at fines or premiums unless with such consent or concurrence, and all fines, premiums, or other moneys (except royalties) payable under any such licences shall be divided equally between the said parties (*z*). Except as aforesaid each may work for any district, and grant licences at royalties without accounting. Licences at premiums to be granted jointly.

3. The fees for the continuance or renewal of the patent shall be the annual ones, and together with any fees payable for extension of the times of renewal respectively shall be borne equally between, &c. [*Clause* 6 (a), *ante*, p. 1015.] Fees, how payable.

4. This agreement shall as far as possible also apply to any patent obtained by the parties for any improvement, addition, or discovery hereinafter mentioned. Agreement to apply to any improvements, &c.

5. Each party shall from time to time after making any improvement in, &c. [*Clause* 8, *ante*, p. 1017, "subject to the terms of Clause 4 hereof."] Improvements, &c. to be shared equally in terms hereof.

(*z*) Licences at fines or premiums will be granted by the co-owners jointly, and the payments made accordingly, so that there seems no need for providing for accounts between them.

Transmission clause.

6. Except where in any case the context requires a different interpretation, &c. [*Transmission Clause* as *ante*, p. 1017] (*a*).

In witness, &c.

First Schedule.

Second Schedule.

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10. AGREEMENT *for* working *and* selling *an* Invention, *in respect of which an* Application *for a* Patent *has been made, for the* Joint Benefit *of the* Inventor *and* another Person.

Parties.

AN AGREEMENT, made the —— day of ——, 19—, Between [*inventor*], of, &c., of the one part; and [*capitalist*], of, &c., of the other part.

Recitals of application for patent;

Whereas the said [*inventor*] has, under the Patents and Designs Act, 1907, made an application, dated the —— day of ——, 19—, number ——, for a patent for an invention of [*title of invention*], which application was accompanied by a complete specification:

of acceptance of specification;

And whereas the said complete specification has been accepted:

of agreement for arrangement as to working, &c. the invention.

And whereas the parties hereto agreed to enter into the arrangements hereinafter mentioned in respect of the said invention, and application, and the patent to be obtained thereupon.

Testatum.

Now these presents witness that it is hereby agreed as follows, that is to say:—

Agreement.

Capitalist to contribute sum for expenses.

1. The said [*capitalist*] shall, immediately upon the execution of these presents, pay to the said [*inventor*] a sum of £——, to be applied by him towards the expenses of working and developing the said invention.

Inventor to endeavour to obtain patent, and assign the same when required.

2. In consideration of the payment so agreed to be made as aforesaid, and of the agreements on the part of the said [*capitalist*] hereinafter contained, the said [*inventor*] shall use his best endeavours to perfect the said invention, and to obtain the grant of the said patent in his own name, and shall, whenever required by the said [*capitalist*] after the granting of such patent, assign the same, so that the same premises may be legally and bene-

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(*a*) As the agreement may be taken to be a final, and not an executory, instrument, it should be executed as a deed. If by deed, it should also be registered after the sealing of the patent, as conferring legal rights (by way of licence, at least, if not assignment).

ficially vested in the said parties hereto as tenants in common in equal shares, and the said parties hereto shall as well before as after such assignment, be entitled to the said patent in the shares aforesaid.

Inventor to communicate improvements.

3. The said [*inventor*], without any further remuneration than the moneys hereinafter agreed to be paid by the said [*capitalist*], will communicate to the said [*capitalist*] all improvements which the said [*inventor*] has already invented, discovered, or made, or may, during the continuance of the said patent, or of any other patent which may become subject to the provisions of these presents, invent, discover, or make in, or in connection with the said invention, and also all improvements, whether patented or not, in, or in connection with the said invention, of which the said [*inventor*] shall become the owner, or have the control.

Inventor to apply for foreign and colonial patents.

4. The said [*inventor*] will also, at the expense in the first instance of the said [*capitalist*], such expense to be considered as an advance, and to be reimbursed as hereinafter mentioned, apply for, and endeavour to obtain in such foreign countries, or British colonies, or dependencies, as the said [*capitalist*] shall think proper, and shall require, the like privilege for the invention comprised in the application, and for any such improvements as aforesaid; and will, as far as practicable, at the request and expense, in the first instance, of the said [*capitalist*], such expense to be considered as an advance, and to be reimbursed as hereinafter mentioned, render all such foreign and colonial patents, and the said improvements available for the exclusive use of the said parties hereto in equal shares; and execute and do every act, deed, and thing which may be necessary or expedient for effectually vesting the same in the said parties hereto in the shares aforesaid.

Capitalist to make advances for working and developing invention.

5. The said [*capitalist*] shall advance from time to time such monies as he shall think fit for working and developing the patent to be obtained on the aforesaid application numbered ——, or the said foreign and colonial patents, or like privileges, or any such patents for improvements as aforesaid (all which patents and privileges are collectively referred to as the "said patents"), and for defraying the costs and expenses of obtaining and completing the said patents respectively, and keeping the same on foot, and for protecting or defending the same from, or obtaining damages or other compensation for infringements, or otherwise defending the said patents, or of obtaining renewals and exten-

sion of the term of the patents, or amending the specification thereof, or working, or developing the working comprised in the said patents (hereinafter referred to as the said patented inventions), or introducing the same to the public, or exercising or using the said patented inventions, or any of them, or any parts thereof respectively, or for any purpose whatever in connection with the said patents, or any of them; and the said advances, and also the aforesaid sum of £—— shall be repaid to the said [*capitalist*] as hereinafter mentioned; and if there shall at any one time during the continuance of this agreement be owing to the said [*capitalist*] in respect of such advances in the aggregate the sum of £——, or upwards, then any excess of such advances over the sum of £——, shall carry interest at the rate of 5*l.* per cent. per annum, from the date when such excess shall have become due to the said [*capitalist*], until the same shall be paid.

Charge of advances on patents.

6. All advances made by the said [*capitalist*] as aforesaid and all interest shall be and the same are hereby charged upon the said patents as a first charge upon the same.

Application of royalties, proceeds of sale of patent rights, &c.

7. All monies which shall be received by way of royalties, or otherwise, as the consideration for any licence granted for the use of the said patented inventions, or any of them, or any part thereof respectively, or which shall be received as the proceeds of the sale or other disposition of the said patents, or any share or interest therein, or which shall be received in respect of any working, using, or exercising by or on behalf of the said parties hereto, or either of them, of the said patented inventions, or any of them, or any part thereof respectively, or which shall in any manner whatever arise or be received out of, or in respect of the said patents, or any of them, all which monies are hereinafter referred to as "the proceeds of the said patents," shall be applied as follows—that is to say, in the first place, in payment of the costs and charges incurred with the consent of the said [*capitalist*], attending the licence, sale, disposition, or working in respect of which the same respectively shall be received; and in the next place, and as a charge upon the said proceeds of the said patents, and in priority to any other payments hereinafter mentioned, in payment to the said [*capitalist*] of all advances made by the said [*capitalist*] as aforesaid, with interest thereon, in the events, and at the rate, and in manner aforesaid; And in the next place, in

payment of all expenses of working the said patents (hereinafter referred to as the patent expenses, and defined as hereinafter mentioned); And the balances which shall remain of the proceeds of the said patents, after making the same payments aforesaid, shall be divided between the parties hereto in equal shares.

Definition of "patent expenses."

8. For the purposes of this agreement, the expression "patent expenses" shall mean and include all moneys which, with the consent of the said [*capitalist*], shall be expended for any of the purposes mentioned in the 5th Clause of these presents, which shall not have been defrayed by moneys advanced by the said [*capitalist*].

Reserve fund.

9. There shall be set aside yearly out of the aforesaid proceeds of the said patents and premises, after payment of the said costs, charges, and interest (if any), and of the said patent expenses, such a sum, not exceeding £—— in any one year, as the said [*capitalist*] shall think proper, as a reserve fund for meeting contingencies, and providing moneys for working and developing the patents, or for any of the purposes mentioned in the 5th Clause of these presents, and such reserve fund may from time to time be drawn upon and applied for any of the purposes aforesaid, as and whenever the said [*capitalist*] shall think fit.

Inventor to devote attention to working patent.

10. The said [*inventor*] shall give as much time and attention as may be necessary for working and developing the said patented inventions, and shall use his best endeavours to promote the success thereof, but the said [*capitalist*] shall not be bound to give more time or attention thereto than he shall think proper.

Neither party to grant licences, &c., without consent of the other.

11. During the continuance of the arrangement hereby made, neither of the said parties hereto shall, without the consent of the other of them, grant or agree to grant any licence for working the patented inventions, or any of them, or any part thereof, or sell or dispose of his share or interest in the said patents or any of them, or any part thereof, or use or exercise the said invention, or make any payment, or incur any expenses, debts, or liabilities in respect of the said patents or patented inventions, and in case any payment, debt, or liability shall be so made or incurred without such consent, the same shall be made or incurred on the separate and individual account of the party making or incurring the same, and shall be borne by him exclusively, without any right to resort to the proceeds aforesaid of the said patents, and the other of the said parties hereto shall be indemnified by him in respect of the same.

Inventor alone to work the patent; rendering accounts to capitalist.

12. The said patents, patented inventions, and premises shall be worked, and the business thereof shall be carried on in the name of the said [*inventor*] alone as patentee; and proper accounts shall be kept by him of all payments made, and moneys received, and liabilities incurred in respect thereof, and of all transactions relating thereto, and all moneys received in respect of licences, sales, and dispositions or otherwise, in respect of the said patents, shall be paid into a bank to an account to be kept in the joint names of the said parties hereto, and shall not be paid out except upon the joint cheque of both parties. The books of account and other documents shall be kept in the custody of the said [*inventor*] at his office or such other place in London as the said parties hereto may agree upon, but so that the said [*capitalist*] may at any time have access thereto. The accounts relating to the said patents, patented inventions, and premises shall be made up and balanced half-yearly on the —— day of ——, and the —— day of ——, or oftener if the said parties hereto shall so agree.

Inventor to take all proceedings necessary for protecting patents.

13. The said [*inventor*] shall, during the continuance of the arrangements hereby made, take all such proceedings as the said [*capitalist*] shall require for keeping up the said patents, and protecting and defending the same from, and obtaining damages or other compensation for, infringement, or otherwise defending the said patents, or any of them, or obtaining renewals or extensions of the term of the said patents, or any of them, or amending the specifications thereof; and the costs and expenses of all such proceedings as last aforesaid shall be defrayed in the first instance by the said [*capitalist*], and shall be considered as advances by him within the meaning of the 5th Clause of these presents, and so far as not defrayed by the said [*capitalist*], shall be considered as part of the patent expenses as hereinbefore defined.

Clause negativing partnership.

14. Nothing herein contained shall be construed as constituting a partnership between the said parties hereto.

Duration of arrangement.

15. The arrangement hereby entered into shall remain in force until the expiration of the term of the patent to be granted in respect of the said application, number —— aforesaid, and of any renewal or extension thereof, and during any further patents, whether British, Colonial, or foreign, to be obtained for the said invention, or any such improvements as aforesaid, in case both the said parties hereto shall so long live: PROVIDED ALWAYS that it shall be lawful for the said [*capitalist*] at any time hereafter, to

determine the said arrangement, upon giving to the said [*inventor*], or leaving for him at his last known place of business or abode in England, —— calendar months' previous notice in writing of an intention so to do: And in the event of the said arrangement being determined by the death of either party, or by notice as aforesaid, the said patents, and any extension or renewal thereof, and the proceeds of the said patents to be received in respect of any licences, sales, working or using of the patented inventions which have been granted, effected, or taken place previously to such determination as aforesaid, shall, subject to the payment thereout of the costs, charges, advances, interest, and patent expenses as aforesaid (subject to any charge thereon under the provisions hereinbefore contained in favour of the said [*capitalist*] for unpaid advances and interest), belong to the said parties hereto in equal shares; and each of the parties hereto, or their respective executors, administrators, or assigns, shall thenceforward be at liberty and entitled to work, use, and exercise the said patented inventions, and to grant licences (not being exclusive licences) for working and using the same, or to sell, assign, or otherwise dispose of his share and interest in the said patents, without being liable to account to the other of such parties, his executors, administrators, or assigns, for the profits, royalties, or moneys to be derived from the same. Proviso for determining arrangement by notice.

As WITNESS, &c.

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11. AGREEMENT *to grant* EXCLUSIVE LICENCE *for District —Condition Precedent to purchase* EXPECTED CARGO *of* RAW MATERIAL *from Foreign Island for manufacture of Patent commodity*—CONTENTS OF LICENCE *as in Schedule, including provisions for* FURTHER PURCHASES *of Raw Material*—ANALYSIS *by* CHEMISTS—*Determination of Agreement in certain events* (*b*).

AN AGREEMENT made, &c., BETWEEN A. B., of, &c., of the one part, and C. D., of, &c., of the other part: WHEREAS by letters patent under the Great Seal of the United Kingdom, dated, &c., and numbered ——, the sole and exclusive licence and authority of Recitals.

(*b*) The licence founded on this agreement is set out, *post*, p. 1103.

Grant of patent and devolution.

making, using, exercising, and vending in the United Kingdom, the Channel Islands, and Isle of Man, an invention for, &c. [*name of invention*], were granted to [A. B.], his executors, administrators, and assigns, for the term of fourteen years from the —— day of ——, 19—(*c*). [*Recite devolution (if any) of title*] (*d*). And

Concession to A. B. to search for, &c. raw material from foreign island.

whereas by an instrument in writing or *acte d'autorité* dated, &c., under the seals of ——, &c. (hereinafter called "the said concession"), the said A. B. has obtained from the Government of —— the sole and free right and liberty to search, dig for, obtain, and take away in and from the Island of —— in the —— Sea within the limits therein mentioned all kinds of, &c. [*name of raw material*], subject to such royalties or duties as therein mentioned, for the term of seven years from the —— day of —— de-

Raw material suitable for the invention.

terminable and renewable as therein provided: And whereas the said [*raw material*] is the principal ingredient for the manufacture of, &c. [*the patent material*], and usually contains a considerable

C. D. in business.

proportion of —— acid: And whereas the said C. D. is established at —— aforesaid as a manufacturer of chemicals of various

C. D.'s desire to obtain licence for certain counties.

kinds: And whereas the said C. D. is willing to take a sole and exclusive licence from the said A. B. to manufacture chemicals according to the said invention and to sell the same (*e*) within the counties of ——, &c., &c., and the said A. B. is willing to grant the

Cargo of raw material in course of shipment to A. B.

same upon the terms hereinafter appearing: And whereas the said A. B. has been advised by his agents at the said Island that a quantity of the said [*raw material*] not exceeding probably

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(*c*) "subject to the said A. B. filing a complete specification of the said invention, and otherwise as therein provided,"

or, if complete specification already filed—

"subject to a condition for making void the same if the specification filed by the said A. B. was not a complete one, and otherwise as therein provided."

(*d*) *E.g.* "And whereas the said A. B. is entitled under an assignment, dated, &c., and made between, &c., to the said invention and letters patent, and the exclusive benefit thereof respectively."

(*e*) A licence to "manufacture" patent articles within a district includes the right to sell the same within the district, and the sale thereof carries with it the right to use the articles in any part of the whole area covered by the patent, unless the patent provides otherwise.

—— tons is being shipped by the vessel Neptune for delivery to the said A. B., and may be expected to arrive in the Thames about the end of —— next: AND WHEREAS it was one of the said terms that the said C. D. should pay to the said A. B. the sum of £—— which sum has already been paid, and the receipt whereof is hereby acknowledged. NOW IT IS HEREBY AGREED as follows:—

Payment of £—— as consideration for this agreement.

1. The said licence shall be granted as from the date on which the said C. D. shall have completed the purchase of the said cargo now in course of shipment as aforesaid as hereinafter provided, and shall be for the residue of the term of fourteen years comprised in the said patent and any extension thereof.

Licence to be granted after purchase of cargo by C. D.

2. The prices to be paid by the said C. D. for the different qualities of material comprising the said cargo shall be paid in cash after the said cargo shall have been analysed as hereinafter provided and delivered to the said C. D. free ex ship in the River Thames, and shall be as follows, namely, for such quantity thereof as after analysis aforesaid shall be found to contain not less than —— per cent. of —— acid the price of £—— per ton, and for such quantity as shall be found as aforesaid to contain less than —— per cent. and not less than —— per cent. of —— acid a price per ton less than the said sum of £—— in the proportion thereto which such lesser percentage of —— acid shall bear to the —— percentage thereof, and any quantity of the said cargo found as aforesaid to contain less than —— per cent. of —— acid may be refused by the said C. D.

Prices in cash according to amount of —— acid found by analysis in the kinds of material.

3. Any difference between the parties as to the percentage of —— acid in the different quantities of material aforesaid comprising such cargo shall be referred to the arbitration of some competent and well-known chemist in Great Britain, or of two such chemists, one to be appointed by each party hereto, and Clause 9 hereof shall with the necessary modifications be applicable to any such reference.

Analysis by chemists.

4. The said licence shall contain covenants and provisions to the effect of those mentioned in the schedule hereto (*f*), and (together with a counterpart thereof which shall be duly executed and delivered by the said C. D.) shall be prepared by the solicitors of the said A. B., and all expenses attending the preparation and

Terms of licence as in schedule.

(*f*) Or state that the said licence shall be in the form set out in the schedule hereto. For this form, see *post*, p. 1103.

execution of this agreement and of the said licence and counterpart shall be borne by the parties equally.

Agreement may be determined by C. D. in certain events.

5. If from any cause whatever the said or any similar cargo from the said Island shall not be delivered subject to analysis aforesaid at or before the —— day of —— next, or such analysis shall disclose that not more than —— tons thereof shall be suitable for purchase as aforesaid, the said C. D. may refuse to purchase the same or any part thereof, or accept the said licence, and such refusal shall operate to determine this agreement as from the said —— day of —— next, and in that case the said C. D. shall have no claim against the said A. B. in respect of the payment of the said sum of £—— or for damages or compensation in respect of such non-delivery or otherwise, and if the said letters patent shall from any cause whatever before the grant of the said licence become wholly or partially and substantially void and be incapable of being restored, this agreement shall thereupon become void, and the said C. D. shall be entitled to the return of the said sum of £—— but without interest thereon or any costs, damages or compensation whatever.

Agreement determined by A. B. if C. D. not purchase first cargo subject to right of action for damages.

6. If the said C. D. shall for one calendar month after he shall have received notice in writing from or on behalf of the said A. B. that the said first cargo has arrived, omit or refuse to concur in the analysis thereof as aforesaid, or after such analysis shall have been made to purchase the same or part thereof as aforesaid, the said A. B. shall be at liberty to treat this agreement as determined, without prejudice to his right of action for damages on account of such omission or refusal.

Death of C. D. before completion to cancel agreement and result therefrom.

7. The death of the said C. D. before the amount of purchase-money payable in respect of the said first cargo shall have been ascertained, or before the said licence shall have been granted, shall operate to cancel this agreement as from the date of such death, and in that case no claim for compensation or payment or return of moneys (except the repayment of the said purchase-money if the same shall then have been ascertained and paid) shall be made by or on behalf of either party hereto or his estate against the other of them or his estate by reason of such rescission.

Service of notices.

8. Any notice intended, &c. [*Use Sp. Cl.* 51, *post*, p. 1165.]

Arbitration clause.

9. If any difference shall arise between the parties hereto, other than the difference referred to in Clause 3 hereof, in respect of the

construction hereof, or their respective rights, duties, or liabilities hereunder, the same shall be referred to the award and determination of two arbitrators, to be chosen one by each party hereto, and in case the said arbitrators disagree, or fail to make an award within —— months after entering on the reference, or after having been called on to act, by notice in writing from any party to the submission, then to the award, umpirage, and determination of such person as the said arbitrators shall appoint as umpire.

In witness, &c.

The Schedule.

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12. AGREEMENT *for an* Exclusive Licence *to* sell *Articles*—French Patentee—British Patent *to be obtained in* Joint Names *and then* vested in Licensor, subject *to a* Covenant to grant *the Licence*—Licensee first to establish his Business, *and* buy *a certain number of* Articles *from* French Factory—Terms of Licence *as in Schedule, including as to* Monthly supply *of Articles by* Licensor (*g*).

AN AGREEMENT made, &c., Between A. B., of, &c., of the one part, and C. D., of, &c., of the other part: Whereas the said A. B. is entitled to a Brevet d'Invention dated, &c., and numbered, &c., granted to him for the sole and exclusive privilege of using and vending within the Republic of France a certain invention described as, &c., for the term of fifteen years from the —— day of —— 19—: And whereas the said C. D. at his own expense in pursuance of an agreement in this behalf and with a view to the execution of this agreement obtained in his own name on the —— day of —— last the acceptance of a complete specification numbered —— of the said invention for the United Kingdom and Isle of Man: And whereas the said A. B. is established at —— in the Department of —— aforesaid in the business of manufacturing articles according to the said invention: And whereas it was also agreed that the said C. D. should in consideration of the trouble and expenditure of moneys by him in respect of the said

Recitals.

A. B. entitled to French patent.

Complete protection obtained in this country by C. D. in own name as agent.

A. B. established in France as manufacturer of the patent articles.

C. D. desirous to have

(*g*) The licence founded on this agreement will be found at p. 1109.

exclusive right in this country to sell the articles.

application as aforesaid have the sole and exclusive right within the United Kingdom and Isle of Man as hereinafter provided to sell articles manufactured as aforesaid by the said A. B. and to be supplied by him to the said C. D. NOW IT IS HEREBY AGREED as follows:—

Operative part.

British patent to be obtained in joint names and then vested in A. B. only.

1. The said C. D. shall at his own expense as speedily as may be obtain a grant of the British patent in the joint names of the parties hereto and then forthwith release his interest therein to the said A. B. subject to the terms of this agreement hereinafter contained (*h*).

C. D. to establish himself in business of selling the articles.

2. Within —— calendar months from the date hereof, the said C. D. shall establish himself in the metropolis of London in the business of selling the said articles.

Licence to be granted when C. D. ready to commence business and paid for first supply.

3. As soon as the British patent shall be obtained and vested in the said A. B. as aforesaid, and the said A. B. or any person or persons deputed by him for this purpose shall be satisfied that the said C. D. is in a position to commence the said business, and on payment by him to the said A. B. of the purchase-money for the first quantity of articles to be supplied to him as hereinafter provided, the said A. B. shall execute a licence to the said C. D. in the terms hereinafter mentioned.

After A. B. has obtained British patent, &c. he shall supply C. D. with a certain number of articles at prices in schedule.

4. As soon as the British patent shall be vested in the said A. B. and he shall be satisfied that the said C. D. is in a position to commence the said business, he shall supply the said C. D. with 500 of the said articles in equal quantities according to the five classes thereof, and any further quantity not exceeding 1000 in number of all or any classes or class thereof as the said C. D. shall require, and all such articles shall be paid for in cash at the respective prices mentioned in the first part of the schedule hereto.

Duration of licence—and contents as in schedule.

5. The said licence shall be granted for the residue of the term to be comprised in the British patent and any extension thereof (*i*)

(*h*) C. D. may be supposed to be unwilling to be ousted from his position as an applicant. By becoming a co-grantee, and then releasing his interest, subject to a covenant by the inventor to grant the licence, he makes sure of the licence as nearly as may be. It is to be presumed, however, that this agreement, if under seal, would operate as a full licence after the grant of the patent and the performance of the conditions precedent, if no formal licence should be granted, and that the agreement could be registered in due course accordingly.

(*i*) As to applications for extensions, see sect. 18 of the Act of 1907.

and shall contain covenants or provisions to the effect of those mentioned in the second part of the schedule hereto and, &c. [As in *Clause* 4 of *last Precedent*.]

Agreement to be determined in certain events.

6. This agreement shall determine if the British patent shall from any cause not attributable to the neglect or default of the said C. D. to obtain the same not be obtained at all, or if the said C. D. shall become bankrupt, or commit any act of bankruptcy whether available for adjudication or not, or if the said A. B. shall omit or refuse to supply the said articles as mentioned in Clause 4, or to grant the said licence, but the party determining this agreement for any cause aforesaid shall give the other —— weeks' previous notice in writing for the purpose, and any determination of this agreement shall be without prejudice to any cause of action which may have then already accrued to either party hereunder.

In witness, &c. (*k*).

The Schedule.

First Part.

[Price of Articles.]

Second Part.

[Provisions in Licence.]

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13. AGREEMENT *for* Sale *on the* Hire System *of a Patent* (Exclusive Licence *until* Assignment)—*Payment of* Annual Sums—No Royalties.

AN AGREEMENT made, &c. Between A. B., of, &c., of the one part, and C. D., of, &c., of the other part: Whereas the said A. B. claims to be entitled to the patent mentioned together with the invention comprised therein in the schedule hereto: And whereas the said C. D. is desirous of purchasing the said invention and patent, and the exclusive benefit of all improvements or additions to the said invention, or any new discovery useful for the manufacture of —— now (if at all) in the knowledge and possession of

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(*k*) This agreement had better be under seal, in order to operate as a full licence, if necessary. (See note (*h*), *ante*.)

For clause as to service of notices, see *Sp. Cl.* 51, p. 1165.

or which may hereafter be made by the said A. B. for the sum of £——, and until payment of the whole of such sum, of obtaining a sole and exclusive licence in respect of the said invention, patent and other premises aforesaid upon the terms hereinafter appearing. NOW IT IS HEREBY AGREED AND DECLARED as follows:—

Exclusive licence to time of completion in consideration of payment of first instalment and of agreement to pay the others.

1. In consideration of the sum of £—— (*l*) now paid by the said C. D. to the said A. B. (the receipt whereof is hereby acknowledged) and of the payments respectively of the four annual sums of £—— £—— £—— and £—— as hereinafter provided (which sums together with the said sum of £—— make up the said sum of £——), the said C. D. shall be entitled from the date hereof to the sole and exclusive licence to use, work and vend the invention and patent mentioned in the schedule hereto for the period or successive periods hereinafter mentioned, and subject thereto and otherwise as hereinafter provided to an assignment of the same absolutely.

Annual payments, when to be made.

2. The said C. D. shall pay to the said A. B. the said sums of £—— £—— £—— and £—— respectively at the following dates, namely, the sum of £—— on the —— day of ——, 19 (*m*), the sum of £—— on the —— day of ——, 19—, the sum of £—— on the —— day of ——, 19—, and the sum of £—— on the —— day of ——, 19—. And in case any sum aforesaid or part thereof shall become in arrear for one calendar month (whether demanded or not), shall also pay to the said A. B. interest on such sum or part thereof in arrear at the rate of five per cent. per annum from the day herein appointed for payment until the actual time of payment thereof.

With interest on any sum in arrear other than last instalment.

* * * * * *

Clauses 3—7.

[*For Clauses 3—7 as to non-assignment, &c. without consent, not disputing the validity of the patent, detecting and giving notice of infringements, payment of fees, &c. and defence of patent, &c., use Precedent* 32, *post*, p. 1099](*n*).

* * * * * *

(*l*) This sum is to be the smallest of the instalments.

(*m*) The four dates above mentioned are to be at the end of the first, second, third, and fourth years respectively from the date of the agreement.

(*n*) See also contents of *Precedent* 36, p. 1116. In the above list, cove-

8. The said C. D. shall be entitled during the continuance of the said licence to the sole and exclusive right to every improvement in or addition to the said invention, and to every new discovery useful for the manufacture of ——, which now are (if at all) in the knowledge and possession of or which hereafter may be made by the said A. B. [either solely or in conjunction with any other person or persons, but in the latter case subject to his or their rights therein respectively], as if every such improvement, addition or discovery were part of the said invention, but shall not be at liberty during the same period, unless at his own expense, (to the extent however of £—— at most) to require any patent to be taken out in respect thereof (*o*), and further the said C. D. shall, if he shall become entitled to an assignment of the said invention and patent as hereinafter provided, be also entitled subject to [the rights (if any) of any such person or persons and to] the payment by him to the said A. B. of the sum of £——, less the amount of any expenses then already paid by the said C. D. in respect of the grant of any patent taken out as aforesaid, to an assignment at his own expense of the exclusive benefit of any such improvement, addition, or discovery, and of the patent (if any) granted in respect thereof, and to require the said A. B. free of expense to the said C. D. except as aforesaid, to take out or join with the said C. D. [and all other necessary parties (if any)] in taking out any such patent if the same shall not be then already granted. PROVIDED ALWAYS that the said A. B. shall give notice in writing to the said C. D. of any such improvement, invention, or discovery, immediately after the same shall be made by the said A. B. [as aforesaid], and shall, at the expense of the said C. D. as to costs out of pocket (if any) occasioned thereby, communicate and explain the same to the said C. D. as shall be reasonably required by him. PROVIDED ALSO that if the said C. D. shall for —— weeks after the receipt of any such notice omit to require the

Improvements, additions, &c. to be comprised herein.

nants as to the use of the patent mark, the non-amendment of the specification, the non-subsistence of other licences, and the non-user by A. B. of the invention, are omitted for the sake of brevity, and as being more easily dispensed with than the others.

(*o*) As C. D. may not become entitled to an assignment of the existing patent, he can hardly require a patent to be taken out at the expense of A. B. for any improvement, &c., but will be entitled to the use of the latter during the *licence*.

said A. B. to make any such communication and explanation (if not then already made), or shall for —— weeks after the same shall be made omit to give the said A. B. notice in writing of his intention to obtain the benefit of any such improvement, addition, or discovery, and any patent in respect thereof, according to the terms aforesaid, or if the said C. D. after having become entitled to the assignment of the said invention and patent as hereinafter provided, and also to the benefit of any such improvement, addition, or discovery, and any patent in respect thereof as aforesaid, shall, for the space of —— days after notice in writing shall have been served on him by the said A. B. requiring him so to do, make default in payment of the said sum of £——, the said A. B. shall be at liberty at any time thereafter to cancel the agreement aforesaid, to assign the benefit of such improvement, addition, or discovery, and any patent in respect thereof.

On payment of all moneys the purchaser is to be entitled to an assignment.

9. As soon as all the said sums of £—— £—— £—— and £—— and interest (if any) shall have been paid, the said C. D. shall be entitled at his own expense to an assignment of the said invention and patent (*p*) absolutely, and such assignment shall contain covenants by the said A. B. as to his title to the patent as beneficial owner, and also a covenant by him limited to his own acts and defaults as to the validity thereof, which covenants respectively are also to be implied herein, and to operate as from the date hereof, and also a covenant and provisoes in the terms of Clause 8 as to any improvements, additions, or new discoveries aforesaid, then already or thereafter to be made by the said A. B., or in such of the said terms as may be unperformed at the date of such assignment so far as they shall be applicable thereto.

Payments to cease or (pending appeal) be suspended if patent void, but final cesser to be in satisfaction of damages.

10. If the said patent shall from any cause become wholly, or as to some material part of the said invention void, the unpaid balance not then already due of the said purchase-money, &c. [*Use Clause 2 of Licence, post*, p. 1118, *writing* "*agreement*" *for* "*licence*," *and* "*yearly day*" *instead of* "*half-yearly day*."]

Power of C. D. to determine by

11. The said C. D. may determine this agreement by serving the said A. B. with three calendar months' notice in writing for this purpose, expiring on or at any time before the said —— day

(*p*) The assignment of these existing patents for improvements, &c., is provided for by Clause 8.

of ——, 19— (*q*), and paying to him at or before the time fixed for such determination all moneys (if any) then already due hereunder, but such determination shall be without prejudice to any right of action by either party then already accrued hereunder (*r*). notice before last instalment but one due.

12. Provided always that if the said C. D. shall make default for two calendar months in payment of any one of the said annual sums of £—— £—— or £——, or any part thereof, or for three calendar months in payment of the said sum of £—— or any part thereof, whether any such sum or part shall be demanded or not, then the said A. B. may at any time after such default by notice in writing served on the said C. D. rescind this agreement, without prejudice to the recovery of any moneys then already due to him in respect of the said sums of £—— £—— or £—— (*s*), or any interest thereon as aforesaid respectively, or to any right of action then already accrued to either party hereunder other than in respect of the said sum of £——. Vendor may rescind if default in payment of any instalment.

13. An acknowledgment and undertaking by the said A. B. under sect. 9 of the Conveyancing and Law of Property Act 1881 shall as to every patent for the time being comprised herein until an assignment shall be made thereof as aforesaid be implied herein. Production, &c. of patents.

14. Except where in any case the context requires a different interpretation the expression "the said A. B." or "the said C. D.," or any other expression designating the same person, wheresoever used herein, shall extend and be construed to apply also as far as possible to the assigns of the person so designated (*t*). Transmission clause.

In witness, &c. (*u*).

The Schedule.

(*q*) The day fixed for the payment of the last instalment but one, namely, £——. This is, of course, a matter of arrangement.

(*r*) There will be no apportionment of any annual sum on determination, as such sums are not in the nature of *income*. The Apportionment Act, 1870 (33 & 34 Vict. c. 35), s. 1, only applies to periodical payments in the nature of income.

(*s*) Instead of rescinding, the vendor can sue for specific performance.

(*t*) A licence is not assignable unless its terms so permit.

(*u*) The agreement should be under seal in respect of the licence, and for the purpose of being notified on the register.

For a clause as to service of notices, see *Sp. Cl.* 51, p. 1165.

14. AGREEMENT *for* SALE ON THE HIRE SYSTEM *of a Patent (varying last Precedent)*—EXCLUSIVE LICENCE *until Assignment—Premium*—ROYALTIES *half-yearly until total fixed* MINIMUM *paid.*

Recitals. Claim to invention. Desire of C. D. to acquire the patent.

AN AGREEMENT made, &c., BETWEEN A. B., of, &c., of the one part, and C. D. of, &c., of the other part: WHEREAS the said A. B. claims to be entitled to the patent mentioned together with the invention comprised therein in the first schedule hereto: AND WHEREAS the said C. D. is desirous of purchasing the said invention and patent, and all improvements or additions to the said invention, or other discoveries useful for the manufacture of ——, now (if at all) in the knowledge and possession of or which may hereafter be made by the said A. B., and until completion of the purchase of obtaining a sole and exclusive licence in respect of the said invention, patent and other premises aforesaid upon the terms hereinafter appearing. NOW IT IS HEREBY AGREED as follows:—

Grant of exclusive licence until completion of purchase.

1. In consideration of the sum of £—— this day paid by the said C. D. to the said A. B. (the receipt whereof is hereby acknowledged), and also in consideration of the covenants for payment of royalties and otherwise as hereinafter expressed, the said C. D. shall be entitled from the date hereof, &c. [as in *Clause* 1 of *last Precedent*].

Royalties payable half-yearly on manufacture.

2. The said C. D. shall for each half-year ending on the —— day of ——, or —— day of —— during the continuance of this agreement pay to the said A. B. for every —— manufactured by the said C. D. or his sub-licensees (if any) under the said licence the royalty mentioned in the second schedule hereto, according to the size and description of the said ——.

Accounts kept, inspection, furnishing of accounts and verification.

3. The said C. D. shall keep at his usual place of business all proper books of account, and shall make true and complete entries therein at the earliest opportunities of all particulars necessary or convenient for the purposes hereof relating to the manufacture and sale of the [*articles*] made according to the said invention, and the licences [*or sub-licences*] granted in respect thereof, and all other dealings by him with or in relation to the said invention and patent rights subject hereto, and to the said business, or any of them, and shall balance his accounts at the end of each half-year aforesaid; and shall at all times during the continuance and

for the purposes hereof produce the said books to the said A. B. or his agents or agent, and suffer him or them to inspect and make copies of or extracts from the said books or any of them as and when reasonably required by him or them, and shall give the said A. B. or his agents or agent all information, and, at the expense of the said A. B., evidence by stututory declaration or otherwise as to the truth of any particulars aforesaid as and when reasonably required by him or them [and shall pay the charges and expenses (not exceeding £——) of a chartered accountant (if any) employed by the said A. B. for any half-year to investigate the said books and state of the said business for the purposes aforesaid]; and shall at the end of each half-year aforesaid send to the said A. B. a full account and balance sheet for such half-year.

[*For Clauses* 4 *and* 5 *as to manufacture according to the specification, and inspection of factory, use Precedent* 31, *post*, p. 1098; *and for Clauses* 6—10 *as to non-assignment, &c. without consent, not disputing the validity of the patent, detection, &c. of infringements, payment of fees, &c., and defence of patent, &c., use Precedent* 32, *post*, p. 1100.]

* * * * * * *

Improvements, &c. to be comprised herein.

11. The said C. D. shall be entitled during the continuance of the said licence to the sole and exclusive right, &c. [*Clause* 8 *of last Precedent as to Improvements, &c.*]

Assignment on payment of royalties up to fixed minimum.

12. If after taking the accounts for any half-year it shall be found that the total amount of royalties from the date hereof up to the end of such half-year received by or payable to the said A. B. equals or exceeds the sum of £——, the said C. D. shall then be entitled at his own expense, subject to the satisfaction by him of all moneys then due hereunder, to an assignment of the said invention and patent absolutely, and such assignment shall contain covenants by the said A. B. &c. [*As in Clause* 9 *of last Precedent*] but until satisfaction of all moneys for the time being due hereunder, the said C. D. shall, before the execution of the said assignment, continue to pay royalties as hereinbefore provided (*x*).

Royalties suspended during proceedings,

13. If the said patent shall before the time when the said C. D. shall first become entitled to an assignment thereof as aforesaid

(*x*) The interim royalties might be considered as somewhat in the nature of interest on the purchase-money.

or to cease if patent declared void, but final cesser to be in satisfaction of damages.

become wholly or as to some material part of the said invention void, no royalties not then payable by reason of any —— already manufactured by the said C. D. or his sub-licensees (if any) shall become payable, either at all, and in that case this agreement shall absolutely determine, without prejudice to the payment of all moneys then already due, or to any right of action by either party then accrued hereunder, or (in the event of a successful appeal from any judgment revoking the said letters patent), during the period only for which such judgment shall remain in force; and in the event of such an appeal, the right of the said A. B. to the payment of the suspended and continuing royalties shall revive. PROVIDED ALWAYS that the final cesser of payment as aforesaid shall be deemed satisfaction in full to the said C. D. of any claim by him for damages or compensation by reason of the said letters patent having become void as aforesaid.

Licensor may rescind this agreement in certain events.

14. Provided always that if the said C. D. shall make default for one calendar month in payment of any royalties due hereunder, or shall commit a breach of any other of his obligations hereunder, and (where such breach is capable of being made good) shall for the space of —— days after he shall have been served by the said A. B. with a notice in writing requiring him to make good the same omit so to do, or shall become bankrupt, or commit an act of bankruptcy, whether available for adjudication or not, or shall not in any half-year aforesaid manufacture by himself or his sub-licensees (if any) —— of the said articles at least according to the said invention, or any improvement or addition thereto, or new discovery as aforesaid, then the said A. B. may at any time thereafter, before the said C. D. shall become entitled to the assignment of the said invention and patent as aforesaid, by notice in writing served on the said C. D. forthwith rescind this agreement, but such rescission shall operate without prejudice to the recovery by the said A. B. of any royalties or other moneys due at the time thereof, or to any right of action by either party then already accrued hereunder (*y*).

Acknowledgment, &c. and transmission clauses.

[*For a Clause as to service of notices use Sp. Cl.* 51, p. 1165, *and for Clauses as to acknowledgments, &c. of the patents, and the*

(*y*) As the licensee need only stop using the invention, in order to avoid further liabilities, no power is given for him to determine the agreement.

Transmission Clause, see the last two Clauses of the last Precedent.]

In witness, &c.

First Schedule.

Second Schedule.

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15. AGREEMENT *forming a* Syndicate *to* purchase *a* Contract for Sale *of a* Patent, *and to sell the Contract or Patent to a Company or otherwise.*

AN AGREEMENT made, &c. Between A. B. of, &c., and C. D., of, &c., of the one part, and the several persons whose signatures, addresses and descriptions are given in the schedule hereto of the other part: Whereas [*recite the grant, title and ownership of the patent*]: And whereas by a contract in writing dated, &c. and made between E. F. (hereinafter called the "vendor") of the one part, and the said A. B. of the other part, the vendor hath agreed with the said A. B. for the sale to him at the price of £—— of the said patent, together with the benefit of improvements or additions thereto, and any discovery relating to the manufacture of —— made or acquired by the vendor as therein mentioned: And whereas on the execution of the said contract the said A. B. paid the vendor the sum of £—— part of the said price: And whereas the several persons parties hereto have agreed to unite in purchasing the benefit of the said contract, and to form themselves into a syndicate for that purpose. NOW IT IS HEREBY AGREED AND DECLARED as follows:—

Recitals.
Title of present owners.
Contract to sell to A. B.
A. B. paid deposit.
Agreement by parties hereto to unite in purchasing contract.

1. A syndicate is hereby established between the several persons parties hereto (hereinafter called the "subscribers") for the purpose of acquiring the benefit of the said contract.

Syndicate formed.

2. The capital of the syndicate shall be the sum of £——, which shall be considered as divided into —— shares of £—— each, and shall be subscribed for by the respective subscribers in the number of shares mentioned opposite their respective signatures in the schedule hereto.

Capital and shares.

3. The said A. B. and C. D. shall be trustees of the syndicate, with power to make calls on the subscribers from time to time on

A. B. and C. D. trustees and their powers.

their respective shares, and to receive all moneys paid thereon, and to conduct the affairs of the syndicate in such manner as they shall think fit subject as hereinafter provided.

A. B. to be credited with sum on his shares as consideration of assigning contract.

4. As the consideration for his assignment of the said contract, the said A. B. shall be credited on the books of the syndicate with a sum of £—— in satisfaction of calls to the like amount in the aggregate on the —— shares subscribed for by him hereunder equally between them.

First call.

5. Subject to the last clause, and as soon as —— shares shall have been subscribed for, the subscribers shall pay to the said A. B. and C. D. the sum of £—— on each share subscribed for by them respectively by way of call thereon.

A. B. to assign as soon as —— shares subscribed.

6. The said A. B. shall, at his own expense, as soon as —— shares shall have been subscribed for, and all payments made under the last clause, execute and do all such assurances and things as shall be necessary to vest the said contract or his interest thereunder in himself and the said C. D. as such trustees aforesaid.

Sale to persons or company authorised with power for trustees to form latter.

7. At any time after the said —— shares shall have been subscribed for, the trustees may sell the said contract and the benefit thereof, or after having acquired the said patent may sell the same in its entirety, or for any district or districts, to any private person or persons, or to any firm or joint stock company with limited liability, and may form or promote the formation of any such company, and agree to accept as the consideration for any such sale a sum in cash or fully paid-up shares or debentures of the said company, or other valuable consideration as they shall think fit, subject to any resolution in general meeting which may be passed by the syndicate as hereinafter provided (*z*).

No dealings with contract or patents other than by sale except with consent of meeting.

8. No dealing with the said contract or the patent otherwise than by way of sale as aforesaid shall take place unless the same shall have been authorised by resolution as aforesaid.

Convening of meetings.

9. Three days' notice at least of any meeting shall be given to the other subscribers by the persons convening the same, who must be any five at least of the subscribers generally, including or ex-

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(*z*) As to vendors being also promoters of a company, see *New Sombrero Co.* v. *Erlanger*, 3 App. Cas. 1218; *British Seamless Paper Box Co.*, 17 Ch. D. 467; and *Lagunas Nitrate Co.* v. *Lagunas Syndicate*, [1899] 2 Ch. 392.

cluding the trustees or either of them, and all meetings shall be held within a radius of —— miles from, &c.

10. Each share shall confer one vote, which may be given by proxy in writing, and a bare majority of the votes given at any such meeting shall be sufficient to pass or veto the resolution. Votes.

11. This agreement shall become void if —— shares aforesaid shall not be subscribed for at or before the —— day of —— next. Agreement void if —— shares not subscribed by certain date.

12. Any notice intended to be served by the trustees on any subscriber may be served on him personally or, &c. [*See Sp. Cl.* 51, *post*, p. 1165.] Notices how served.

In witness, &c. (*a*).

The Schedule.

Signatures and Addresses of Subscribers.	Number of Shares Subscribed.

16. Deed of Partnership *for* working *a* Patent.

THIS INDENTURE made the —— day of ——, 19—, Between A. B., of, &c., of the one part, and C. D., of, &c., of the other part: Whereas the said A. B. is the sole and original inventor (*b*) of certain improvements in the method of cleansing wool and of removing the products: And whereas the said A. B. made his application for letters patent in respect of the said invention on the —— day of —— last, and has obtained the acceptance of a complete specification in the like respect: And whereas the said A. B. is possessed of divers plans, drawings, models, plant, machinery, implements, and things (hereinafter Recitals. Invention by A. B. Application for letters patent and complete specification accepted. Plans, drawings, plant, &c. owned by A. B.

(*a*) The agreement should be under seal.

(*b*) C. D. will be estopped, if he executes the deed, from disputing this.

called "the said implements and effects") now lying in or about the messuage and premises No. —, —— Street aforesaid, which he has purchased or acquired for the purpose of exhibiting, utilising or working the said invention, whereof an inventory signed by the said A. B. has been delivered to the said C. D.: AND WHEREAS the said parties have agreed to enter into a partnership for carrying on the business of —— and working the said invention in connection therewith upon the terms hereinafter appearing. NOW THIS INDENTURE WITNESSETH that it is agreed and declared as follows:—

Agreement to enter into partnership.

Testatum.

Nature of business including working the invention.

1. The business of the partnership shall be that of ——, including the using, working, and vending the said invention, and granting licences in respect thereof, and shall be carried on at No. —, —— Street aforesaid.

Partnership to continue during existence of patent rights if both partners so long live.

2. The partnership shall commence from the date hereof, and shall continue during the term granted by the letters patent (if any) to be obtained in respect of the said invention, and any extension thereof, and during the subsistence of any other patent or like rights which may become subject hereto.

Name of firm.

3. The firm shall be styled "A. B. & Co."

Determination by notice at end of fifth or subsequent year.

4. The partnership may be determined as from the end of the fifth year herefrom, or any subsequent year, by either of the partners, subject to the service by him on the other partner of not less than six calendar months' previous notice in writing for that purpose.

A. B. at own expense to obtain home patent in joint names and at expense of partnership obtain foreign, &c. patents.

5. The said A. B. shall with all due speed, and at his own expense, procure the said letters patent to be granted in the joint names of himself and the said C. D., and at his own expense apply for and obtain in his own name in trust for the firm, patents or like instruments for the colonies and foreign countries mentioned in the Schedule hereto, all of which countries are members of the International Union (*c*).

(*c*) The letters patent might, of course, also be taken out in the name of A. B. only. In that case, unless the articles provide otherwise, the letters patent will become assets of the firm. In *Axmann* v. *Lund* (1874), L. R. 18 Eq. 330, it was held that where the plaintiff and defendants had worked in partnership a patent which was the property of the defendants, the plaintiff was not estopped from disputing the validity of the patent. See *Muntz* v. *Grenfell*, 2 Coop. 61, n.

6. The said A. B. shall be entitled to receive as hereinafter provided the sum of £1,000 as a consideration for one moiety of the said letters patent and of all other patent or like rights to be obtained in respect of the said invention at home or abroad. A. B. to receive as after provided a sum for one moiety of patent.

7. The said C. D. shall, immediately after the said letters patent shall be obtained as aforesaid, pay to the said A. B. the sum of £—— part of the said sum of £1,000, but the remainder thereof shall not, except as provided by Clause 17, be payable by the said C. D. personally, and, except as provided by Clause 18, shall be charged on the share of the said C. D. in the capital and profits of the partnership, subject to his monthly drawings under Clause 11, and shall from the time of dissolution of the partnership as to any part thereof remaining unpaid bear interest at the rate of 5 per cent. per annum. After sealing C. D. to pay A. B. part of said sum but balance payable out of C. D.'s share in business.

8. The capital of the partnership shall be or be considered to be contributed equally by and between the partners, and shall, subject to Clause 18, consist of the said letters patent and colonial and foreign patents, and of all improvements or additions to the said invention, and discoveries useful for the manufacture of ——, made by either partner during the partnership, and of the said implements and effects, and also of a sum of £—— cash, which shall be contributed as follows, namely £—— by the said A. B. (he being in addition thereto credited with the sum of £—— as the value of the said implements and effects), and £—— by the said C. D., who shall not before the said letters patent shall be obtained and sealed be obliged to contribute any part thereof (*d*). Capital.

9. The bankers of the partnership shall be, &c. Bankers.

10. All outgoings of the business, including the annual sum of £—— payable quarterly to the said A. B. by the partnership by way of rent for the said premises (which sum shall be deemed to cover all rates, taxes, and assessments whatsoever, but not the insurance of the said premises), shall be payable out of the capital Outgoings, rent, &c.

(*d*) The cash to be furnished by A. B., added to the sum representing the value of the implements and effects, is, of course, to be equal to the amount of cash to be furnished by C. D. As the partnership might become dissolved, under Clause 18, before sealing, C. D. would by that clause be probably unable to recover the full amount of his contribution, as part of it at least might go in the expenses of the partnership. As the patents are to be partnership assets, there seems no reason to provide that licences shall only be granted by the partners jointly.

and profits thereof, or in case of deficiency then by the partners equally.

Monthly drawings.

11. After the expiration of six calendar months from the time when the said letters patent shall have been obtained, the said partners shall be entitled to draw out from the funds of the partnership sums for their separate use respectively at the end of every ensuing calendar month, namely as to the said A. B. the sum of £——, and as to the said C. D. until satisfaction of the said sum of £—— (*e*) the sum of £—— only, and after satisfaction thereof the sum of £—— (*f*), subject to the liability at the end of each current year for each partner to refund to the partnership any excess of his drawings for that year over and above his moiety of the net profits for that period.

All securities given by firm to be signed, &c. by both partners.

12. All bonds, bills, notes, or other securities given, accepted, or indorsed on account of the partnership, shall be executed, accepted, signed, or indorsed by both parties in their respective names, and not in the name of the firm, unless the use of such name thereto respectively shall be plainly necessary for the benefit of the partnership, and all such securities, except as aforesaid, not so executed, signed, or indorsed, shall be deemed to have been given only on the account of the partner who alone executed, signed, or indorsed the same, and not of the firm (*g*).

No goods sold or work done on credit against wishes of other partner.

13. Each partner shall guarantee to the firm the prices due for goods sold, or work undertaken or done by him or his direction, on behalf of the firm on credit, to or for the benefit of any person or persons contrary to the wishes of the other partner as expressed by him in writing, and shall, on the annual account day next after the times when the said goods were sold or work undertaken or done respectively, account for the prices thereof accordingly.

Goods bought not to exceed a certain value unless with consent of both partners or partner buying liable for same.

14. Any goods ordered or bought by either partner without the written consent thereto of the other partner exceeding the value of £—— shall at the option of such other partner be either treated as goods of the firm or as the separate property of the partner who ordered or bought them, and be paid for accordingly.

(*e*) The balance of the £1,000.

(*f*) The same as A. B.

(*g*) A member of an ordinary trading partnership can bind the firm by drawing, accepting, or indorsing bills of exchange, or by making or indorsing promissory notes in its name.

15. Proper and full accounts and valuation shall be taken and made on the last day of each current year of the partnership of the moneys, debts, liabilities, property, and effects of the firm, and shall be recorded in two books, and in each thereof signed by both partners within —— calendar months after the end of such year, and each partner shall retain one of the books, and, except where any manifest error shall be found therein within six calendar months after the signatures shall have been entered therein as aforesaid, shall be bound by such accounts and valuation.

Yearly accounts and valuation.

16. The net profits of the said business shall be divided equally between the partners, subject as to the moiety therein of the said C. D. to the said charge in favour of the said A. B.

Equal division of net profits subject to balance of purchase-money out of C. D.'s share.

17. If the partnership shall be determined by the said C. D. by notice under Clause 4, the said C. D. shall be liable personally to pay to the said A. B. the said sum of £——, or such part thereof as shall then remain unpaid, and the same shall together with interest thereon at the rate of 5 per cent. per annum from the date of such determination be a charge on the share of the said C. D. in the capital and profits of the partnership (*h*).

C. D. liable personally to pay balance of purchase-money if he determines partnership.

18. If either partner shall, before the letters patent shall be sealed, die, or become bankrupt, or commit an act of bankruptcy, whether available for adjudication or not, the partnership shall thereupon determine, and in that case the interest of the said C. D. or his representatives in the said invention, letters patent and other patents or like instruments aforesaid, or the right to obtain and hold the same respectively, and all other (if any) inventions and patent or like rights then comprised herein, and also the said implements and effects or other like implements and effects then belonging to the partnership, shall enure for the benefit of the said A. B. or his representatives, subject to the satisfaction of all liabilities (if any) of the partnership, and of all lawful claims by or on behalf of the said C. D. or his representatives against the assets of the partnership, or against the said A. B. or his repre-

If either die or become bankrupt before sealing of patent it shall vest absolutely in A. B. or his representatives.

(*h*) Should A. B. by misconduct try to force C. D. to dissolve, the latter should apply to the Court for an injunction against the acts complained of. It is presumed that a judgment for dissolution in the action, even if prayed for by C. D., would not involve the infliction of the above personal penalty, as the dissolution would not have been effected by mere notice.

sentatives, in respect of any moneys brought by the said C. D. into the partnership or otherwise, and accordingly the said C. D. or his representatives shall, at the request and cost of the said A. B. or his representatives, execute and do all such assurances and things as may be necessary or convenient for vesting the entirety of the said inventions, letters patent, patents, instruments, and rights, and also the said implements and effects respectively, in the said A. B. or his representatives, or his or their assigns as by him or them shall be reasonably required (*i*).

Option to purchase deceased partner's share of patent if death after sealing but within two years from date hereof.

19. If the dissolution of the partnership shall take place by reason of the death of either partner after the sealing of the said letters patent, but within two years from the date hereof, the other partner shall (but if he shall be the said C. D. then subject to his satisfaction of the said balance (if any) and interest thereon from the time of such death) have the option, to be exercised by him in writing within —— calendar months from the time of such death, to purchase the interest of the deceased partner in the said inventions, letters patent, patents, instruments and rights, and also the said implements and effects as then lately comprised in the partnership at the price of £——.

Subject as aforesaid surviving partner may purchase share of deceased in the assets.

20. Except and subject as hereinbefore provided, if either partner shall die in the first year of the partnership, his executors or administrators shall only be entitled to the amount of capital brought in by him which shall or ought to be standing to his credit in the partnership books, and not to any further sum by way of profits or otherwise, except any sum or sums properly due to such deceased partner in respect of his monthly drawings as aforesaid, which sum or sums shall be payable on demand, but if either partner shall die in any subsequent year of the partnership, his executors or administrators shall be entitled to his share in the partnership assets as they shall be found to have amounted to on the last previous yearly day hereinbefore appointed for taking a

(*i*) By Clause 8, C. D. is not obliged to bring in any moneys before the sealing of the patent, and, by Clause 7, he is not, before the sealing, to pay any sum for his share of the various patents. A. B., his executors or administrators, or his assignees in the bankruptcy (if so) should therefore, in either of the above events, be entitled to the full benefit of the patents. It is to be supposed that little business will be done, or liability incurred by the firm, before the sealing.

valuation of the said assets, and also to such sum or sums (if any) as shall since such yearly day have been brought by the deceased partner into the partnership, and also (in lieu of profits but subject to deductions as to all intermediate monthly drawings by the deceased partner as aforesaid) to interest up to the date of the death of the deceased partner at the rate of five per cent. per annum on the value of such share as from the same yearly day, and also on such sum or sums (if any) last aforesaid as from the time or respective times when the same was or were so brought in, which interest respectively shall be payable by the surviving partner on demand, and the principal sum so found due to the estate of the deceased partner shall be payable by the surviving partner in six equal instalments at half-yearly intervals, the first whereof being payable at or before the end of nine calendar months from the date of the death of the deceased partner, and each instalment until payment thereof shall bear interest from the same date at the rate of five per cent. per annum, and the surviving partner shall at his own expense, if and when required by the said executors or administrators so to do, enter into a bond or deed of covenant for payment of the said instalments and interest in manner aforesaid.

In witness, &c. (*k*).

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17. ASSIGNMENT *of a* Patent *with benefit of* Improvements, &c.

(*Ordinary Form.*)

THIS INDENTURE, made the —— day of ——, 19—, Between A. B., of, &c. (hereinafter called "the assignor"), of the one part, and C. D., of, &c. (hereinafter called "the assignee"), of the other part: Whereas the assignor claims to have been the inventor of a process for, &c. [*title of the invention* (*l*)]: And whereas by letters patent under the Great Seal of the United Kingdom, dated, &c., and numbered ——, the sole and exclusive licence and authority of making, using, exercising, and

Recitals.
Claim to be inventor.
Grant.

(*k*) A notification of this partnership, so far as it shows that the patents are to be worked by the patentees jointly, can be entered on the register. See sect. 28 of the Act of 1907.

For a clause as to service of notices, use *Sp. Cl.* 51, *post*, p. 1165.

(*l*) Where the assignor is not the original grantee, omit this recital.

vending in the United Kingdom, the Channel Islands, and Isle of Man, an invention for, &c. [*name the invention*], were granted to [*the assignor*], his executors, administrators, and assigns, for the term of fourteen years from the —— day of ——, 19— (*m*) [*recite devolution (if any) of title* (*n*)]: AND WHEREAS the assignor has agreed with the assignee for the sale to him at the price of £—— of the said invention and letters patent and the exclusive benefit thereof, and of all extensions (*o*) of the said letters patent, and also (subject as hereinafter provided) of all improvements or additions to the said invention, or discoveries useful for the manufacture of —— now already (if at all) in the knowledge and possession of or which may hereafter be made by the assignor. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration of the sum of £—— this day paid to the assignor by the assignee (the receipt whereof is hereby acknowledged) he, the assignor, as beneficial owner, doth hereby assign unto the assignee ALL THOSE the said invention and letters patent, and the sole and exclusive benefit thereof, and of all extensions thereof, and also all rights, powers, emoluments, and advantages whatsoever, under or in respect of the said letters patent: TO HOLD, use, exercise, and enjoy the said invention, letters patent, and premises unto and by the asignee and his assigns absolutely (*p*): AND

Devolution of title.

Testatum.

Covenants.

(*m*) ["subject to the [*assignor*] filing a complete specification of the said invention or otherwise as therein provided,"

or, if complete specification already filed,

"subject to a condition for making void the same if the specification filed by the [*assignor*] was not a complete one, and otherwise as therein provided."]

(*n*) *E. g.*, "AND WHEREAS the assignor is entitled, under an assignment dated, &c., and made between, &c., to the said invention and letters patent, and the exclusive benefit thereof respectively."

For these three recitals there may be substituted one recital only, namely, that the assignor is entitled absolutely to the letters patent mentioned in the schedule.

(*o*) The right of application for extensions seems to be, as formerly, in the legal owner for the time being of the patent. See definition of "patentee" in sect. 93 of the Act of 1907; and as to extensions, sect. 18.

(*p*) The word "assigns" includes "executors and administrators," who

THE ASSIGNOR doth hereby covenant with the assignee and his assigns that, notwithstanding anything by him the assignor done, omitted, or knowingly suffered, the said letters patent are now valid and subsisting and not void or voidable: AND ALSO that he the assignor will from time to time, after making any improvement in or addition to the said invention, or any discovery useful in the manufacture of —— (including any improvement, addition, or discovery aforesaid now (if so) in his knowledge and possession), forthwith give notice thereof in writing to the assignee or his assigns, who shall be entitled to the sole and exclusive benefit thereof [except as to the personal use thereof by the assignor]: And as and when reasonably required by the assignee or his assigns, but at his or their expense as to the actual costs (if any) occasioned thereby, communicate and explain to him or them or his or their agents such improvement, addition, or discovery [and will at the like expense, and also for such remuneration, not being less than at the rate of £—— per day, as the purchaser or his assigns shall think fit to allow therefor, himself personally, and to the best of his ability, instruct, superintend, and assist on any business premises of the purchaser or his assigns, not less than —— workmen or other persons named by him or them, in the process and details of the manufacture of articles with the use of such improvement, addition, or discovery, so as to make them proficient therein]: And will at the expense (not exceeding, however, the sum of £——) of the assignee or his assigns, if he or they shall require the same, apply for and obtain, or (if he or they shall so think fit) join with him or them in applying for and obtaining letters patent in respect of such improvement, addition, or discovery, and execute and do all such assurances and things as shall be necessary or convenient for vesting the same letters patent and the sole and exclusive benefit thereof in the assignee or his assigns [subject to the personal use by the assignor of the invention comprised therein], as by the assignee or his assigns shall be reasonably required. [AND FURTHER, the foregoing provisions in this clause (including as to the limit of expense to the assignee or his assigns) shall, as far as possible, apply to the interest of the assignor in every such

Validity of patent.

Improvements.

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are assigns at law. The word, however, is not strictly necessary in the grant or habendum.

improvement, addition, or discovery aforesaid, which he may, in conjunction with any other person or persons, now have in his knowledge and possession, or hereafter make]: AND LASTLY, the assignor will, at the expense of the assignee or his assigns, execute and do all assurances and things necessary or convenient for enabling him or them to obtain and exclusively to hold and enjoy the benefit of any extension of the terms comprised in the letters patent hereinbefore expressed to be assigned, or, as far as practicable, of any term which may be comprised in any letters patent which may become vested in him or them, according to the covenant in this behalf hereinbefore contained, as shall be reasonably required.

Extensions.

IN WITNESS, &c. (*q*).

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18. ASSIGNMENT *of a* PATENT *and all* FUTURE EXTENSIONS *thereof, in* CONSIDERATION *of a* GROSS SUM, *and further* PERCENTAGES; *such* PERCENTAGES NOT *to be* PAYABLE *till* PURCHASER *has been* RECOUPED *his* PURCHASE-MONEY *and further* OUTLAY; COVENANTS *by* PATENTEE *to communicate* IMPROVEMENTS.

THIS INDENTURE, made the —— day of ——, 19—,

Parties.

BETWEEN [*patentee*], of, &c., of the one part, and [*purchaser*], of, &c., of the other part:

Recitals.

WHEREAS [*recite grant of patent, &c., ut ante*, p. 1059]: AND WHEREAS the said [*patentee*] has agreed with the said [*purchaser*] for the sale and assignment to him of the said patent, and the exclusive and absolute benefit thereof, for the sum of £——, and of other sums by way of percentage, or net profits of selling and working the said invention as hereinafter mentioned, and subject to the covenants on the part of the said [*purchaser*] hereinafter contained: AND WHEREAS upon the treaty for such sale, it was agreed that the said [*vendor*] should enter into the covenants on his part hereinafter contained.

Testatum.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of £——, now paid

Assignment.

(*q*) The assignment should be executed as a deed, and should also be registered. As to registration, see sects. 28 and 66—72 of the Act of 1907.

by the said [*purchaser*] to the said [*patentee*], the receipt whereof the said [*patentee*] hereby acknowledges, and of the payments by way of percentage on net profits hereinafter reserved, and of the covenants and agreements on the part of the said [*purchaser*] hereinafter contained, he the said [*patentee*] hereby assigns, and as beneficial owner, conveys unto the said [*purchaser*], his executors, administrators, and assigns; ALL that said invention of [*set out title*], and the said patent for the same, and the full and exclusive benefit thereof, and of all improvements, extensions, and renewals thereof, and all rights, powers, and privileges belonging to the premises; TO HOLD the same unto the said [*purchaser*], his executors, administrators, and assigns, for the residue now unexpired of the said term of fourteen years, granted by the said patent, and any further term to be granted by any extension or renewal of the same; SUBJECT to the payment of the sums by way of percentage hereinafter mentioned and made payable, and to the performance and observance of the covenants on the part of the said [*purchaser*], and conditions hereinafter contained: AND the said [*patentee*] hereby covenants with the said [*purchaser*] that he the said [*patentee*] will, without any further remuneration, royalties, or moneys hereinafter agreed to be paid by the said [*purchaser*], communicate to the said [*purchaser*] all improvements which the said [*patentee*] may, during the continuance of the said patent, and which may be assigned to, or vested in the said [*purchaser*], under this present covenant, invent, discover, or make, for or in connection with the said invention, and also all improvements, whether patented or not, of which the said [*patentee*] shall become the owner, or of which the said [*patentee*] shall have the control, and will, so far as practicable, at the request and expense of the said [*purchaser*], render the same available for the exclusive use of the said [*purchaser*], and do every act, deed, and thing which may be necessary or expedient for obtaining and perfecting patents for all or any such improvements, and for assigning or vesting the same to or in the said [*purchaser*]; And the said [*purchaser*] hereby covenants with the said [*patentee*] that if and so soon as the said [*purchaser*], his executors, administrators, or assigns, shall have received out of the net profits, to be calculated as hereinafter mentioned, arising from or by means of the said invention, or such improvements as aforesaid (patents for which improvements shall have been assigned to, or become vested

Habendum.

Patentee to communicate improvements and take patents at cost of purchaser, and assign same to purchaser.

Covenant by purchaser to pay percentage on net profits calculated as hereinafter mentioned as soon as he has received £—— out of patent.

in the said [*purchaser*], his executors, administrators, or assigns), or from or by means of any sales, or licences, or dispositions of, or dealings with the same invention, or patented improvements, or otherwise, from, or by means of the using, exercising, vending, or making the said invention, or any such patented improvement as aforesaid, or the said patent, the sum of £——, he the said [*purchaser*], his executors, administrators, or assigns, shall pay to the said [*patentee*], his executors, administrators, or assigns, at the times, and in manner hereinafter mentioned, such a sum or sums of money as shall be equal to a percentage of £—— per cent. upon the net profits (to be calculated as hereinafter mentioned), arising as aforesaid, from the time when the said [*purchaser*], his executors, administrators, or assigns, shall have received the aforesaid sum of £——, and thenceforth during the remainder of the period in which the said patent hereby assigned, or any such patent for improvements as aforesaid as shall be assigned to or become vested in the said [*purchaser*], his executors, administrators, or assigns, shall continue in force: And further, that the said [*purchaser*], his executors, administrators, or assigns will, so soon as he or they shall have received from the net profits, arising as aforesaid, the sum of £——, thenceforth twice in every year, on the —— day of —— and the —— day of ——, or within fourteen days thereafter respectively, furnish to the said [*patentee*] an account showing the amount for the half-year, in respect of which the account is furnished, of the net profits arising as aforesaid; and shall, within one calendar month after the date up to which such half-yearly account is furnished, pay to the said [*patentee*], his executors, administrators, or assigns, the percentage by the said account appearing to be due: And it is hereby further agreed and declared between and by the said parties hereto as follows, that is to say:—

Purchaser to pay the percentage half-yearly.

How net profits to be calculated.

1. For the purpose of calculating the moneys to be derived as aforesaid, there shall be deducted from the gross moneys received from or by means of the said inventions, or such patented improvements as aforesaid, or any sales, or licences, or other dispositions and dealings with the same, or otherwise, from, or by means of the using, exercising, vending, or working the invention, or patented improvements, or patent, which moneys are hereinafter called the gross receipts, all costs, charges, losses, damages, and expenses whatsoever, which the said [*purchaser*], his executors,

administrators, or assigns may have already paid or incurred, or may hereafter pay or incur, in or about the keeping in force the said patent hereby assigned, or in or about the obtaining, or endeavouring to obtain, or the keeping in force any such patent for improvements as aforesaid, or the assigning the same to the said [*purchaser*], his executors, administrators, or assigns, or in or about the introducing to the public the said patent, inventions, and patented improvements, or any of them, or in or about any such sales, licences, or other dispositions or dealings as aforesaid, or in or about any legal or other proceedings, which may be taken for the purpose of restraining infringement of the said patents, or any of them, or for recovering damages for infringements, or which may be taken in respect of any sale or proposed sale of the said patents, or any interest therein, or any licence or proposed licence for working the said invention and patented improvements, or any of them, or any part thereof, or generally in any manner in or about the said patents, or any of them, or the using, exercising, vending, or working the said invention or patented improvements, or any of them, or patents, all which costs, charges, losses, damages, and expenses are hereinafter referred to as patent expenses, together with interest at the rate of £—— per cent. per annum, upon such patent expenses respectively, from the time of the payment thereof, and the difference between the gross receipts for any half-year and the patent expenses for the same half-year shall be the net profits arising as aforesaid, upon which the percentage aforesaid is to be paid.

Purchaser to keep books of account.

2. Proper books of account shall be kept by the said [*purchaser*], his executors, administrators, and assigns, in which true, plain, and perfect entries shall be made of all the payments, expenses, and gross receipts aforesaid, and such books of account shall, at all reasonable times, be open to the inspection of the said [*patentee*], his executors, administrators, or assigns, or any agent duly appointed by him or them in writing.

Purchaser not to be obliged to take out patents for improvements, or to maintain and defend patents, but to be absolute

3. Nothing herein contained shall be construed as obliging the said [*purchaser*], his executors, administrators, or assigns to obtain, or endeavour to obtain, any patent for any such improvements as aforesaid, or to accept any assignment of any patent for such improvements, or to pay the stamp duty upon, or to defend, or maintain the said patent hereby assigned, or any such patent for improvements as aforesaid, which may be assigned to or

owner of patents without interference by patentee.

become vested in him, or them, in performance of the covenants in that behalf hereinbefore contained, or to take any steps for restraining infringements of the same patents, or any of them, or recovering damages for any infringement, or to make any sale or sales of the said patents, or any interest therein, or to grant any licence or licences for the use of the said invention, or any such patented improvements as aforesaid, or any part thereof respectively, or in any manner to use, exercise, vend, or work the said invention, improvements or patents, or any of them; it being hereby expressly agreed and declared that the said [*purchaser*], his executors, administrators, or assigns, is and are and shall be the absolute owners of the said patent hereby assigned, and of any patent or patents for improvements which may be assigned to or vested in him or them as aforesaid, or which he or they may, under the covenants aforesaid, require to be assigned to him or them; and that the said [*purchaser*], his executors, administrators, or assigns, shall not, in regard to the said patents, or any of them, be subject to any control or interference whatsoever of the said [*patentee*], his executors, administrators, or assigns.

Neither party to assign without consent of other.

4. During the continuance of the said patent hereby assigned, and during the continuance of any patent or patents for improvements which may be assigned to or become vested in the said [*purchaser*], his executors, administrators, or assigns as aforesaid, the said [*patentee*], his executors, administrators, or assigns, shall not sell or dispose of the percentage payable to him or them as aforesaid without the consent in writing of the said [*purchaser*], his executors, administrators, or assigns; nor shall the said [*purchaser*], his executors, administrators, or assigns sell or dispose of the said patents, or any of them, without the consent in writing of the said [*patentee*], his executors, administrators, or assigns.

Agreement not to create a partnership between the parties.

5. Nothing herein contained shall be considered as constituting a partnership between the said parties hereto.

Implied covenant for title not to be construed as warranty of validity of patent.

6. Nothing herein contained shall be construed as a warranty by the said [*patentee*], of the novelty or utility of the said invention, or of the validity of the said patent hereby assigned.

In witness, &c.

19. ASSIGNMENT *of a* PATENT *for a* DISTRICT.

THIS INDENTURE, made, &c., BETWEEN A. B., of, &c. (hereinafter called "the assignor"), of the one part, and C. D., of, &c. (hereinafter called "the assignee"), of the other part [*recite as in precedent, p.* 1059, *ante*]: AND WHEREAS the assignor has agreed with the assignee for the absolute sale to him at the price of £—— of the said letters patent, and every extension thereof, for the county of ——, and also the exclusive benefit for the same county of all improvements or additions to the said invention, or any discovery useful for the manufacture of —— now already (if at all) in the knowledge and possession of or which hereafter may be made by the assignor. NOW THIS INDENTURE WITNESSETH that in consideration, &c. (the receipt, &c.), he, the assignor, as beneficial owner, doth hereby assign unto the assignee: ALL THOSE the said invention and letters patent, and the sole and exclusive benefit thereof, and of every extension thereof, and all rights, powers, emoluments, and advantages whatsoever under or in respect of the said letters patent for the county of ——, but not elsewhere: TO HOLD, use, exercise, and enjoy the said premises unto and by the assignee and his assigns absolutely: AND THE ASSIGNOR doth hereby covenant with the assignee and his assigns, that notwithstanding anything by him the assignor done, omitted, or knowingly suffered, the said letters patent are now valid and subsisting and not void or voidable: AND ALSO that he the assignor will from time to time, &c. [*covenant as to improvements, &c., as in Precedent* 17, *excluding the provision for taking out a patent, and making the exclusive benefit to be "for the county of —— aforesaid" and omitting reference to the personal use by the assignor*]: And that in case he the assignor shall obtain letters patent in respect of any such improvement, addition, or discovery, he will, at the expense of the assignee or his assigns (if and when requiring him to do so), execute and do all such assurances and things as shall be necessary or convenient for vesting the same letters patent and the exclusive benefit thereof for the said county in the assignee or his assigns as shall be reasonably required by him or them (*r*): AND ALSO that the assignor will, at the

Recitals.

Claim to be inventor.

Grant.

Devolution of title.

Agreement to sell.

Testatum.

Covenants.

Validity of patent.

As to improvements, &c.

As to extensions.

(*r*) The obligation to take out any new patent is not imposed. If the district is very large or important, the assignor should be bound to

expense of the assignee or his assigns, execute and do all assurances and things necessary or convenient for enabling him or them to obtain and exclusively hold and enjoy the benefit within the said county of any extension of the terms comprised in the said letters patent hereinbefore expressed to be assigned, or in any letters patent intended to be comprised in the covenant in this behalf hereinbefore contained as shall be reasonably required (*s*):

Assignor to pay renewal fees.

And also that the assignor or his assigns (*t*) will pay all fees necessary for the renewal of the said letters patent respectively during the respective terms comprised therein, one calendar month at least before the latest times when the same can properly be paid respectively, and will give the assignee or his assigns written notice of every such payment immediately after the same shall have been made, but in case of non-payment thereof as aforesaid will, if required by the assignee or his assigns, permit him or them to pay the same, and any sum if so paid by him or them shall be repayable on demand together with interest thereon at the rate of 5 per cent. per annum from the time of payment thereof, and until repayment shall together with interest aforesaid be a charge on the interest of the assignor and his assigns (*u*) in the said letters patent respectively: Provided always that neither the assignor nor his assigns shall be bound to pay any fee for renewal of any letters patent aforesaid if the assignee or his assigns shall for the space of —— calendar months within the current year of the term comprised in such letters patent at the end of which year any annual fee for renewal would become

In default assignee may pay and be repaid with interest.

Charge on interest of assignor in patent until repayment.

Assignor not bound to pay fees if assignee discontinue use of invention.

take the patent out in the joint names of himself and the assignee, and then a partition should be effected so as to vest the patent rights for the district and the remainder of the area comprised in the patent in the assignee and assignor respectively.

(*s*) The assignor does not covenant actually to apply for an extension.

(*t*) This, like each preceding covenant, is, of course, only a personal covenant of the assignor, not binding on the assigns. Where the assignor finally parts with all interest in the patent, he would probably obtain a covenant from the assigns to perform his covenants herein, and indemnify him against them.

(*u*) The assigns will be bound by this charge if they purchase, as presumably would be the case, with notice of it. See *Werdermann* v. *Société d'Electricité*, 19 Ch. D. 246, as explained in *Bagot Pneumatic Tyre Co.* v. *Clipper Pneumatic Tyre Co.*, [1902] 1 Ch. 146; *Dansk Rekybriffel Aktieselskab* v. *Snell*, [1908] 2 Ch. 127.

payable (not including, however, any extension of the time of payment thereof which might be granted on application at the Patent Office) have practically or in fact ceased within the said county to work by himself or themselves or his or their licensees (if any) the patented invention in respect of which such fee would have become payable: AND FURTHER, that neither the assignor nor his assigns will, without the written consent of the assignee or his assigns, amend or seek leave to amend the specification in force for the time being of any patented invention then comprised herein, but such consent shall not be arbitrarily withheld (*x*): AND THE ASSIGNOR hereby acknowledges the right of the assignee and his assigns respectively to production of the said letters patent hereinbefore expressed to be assigned or otherwise mentioned, and to delivery and the right to make copies thereof, and hereby undertakes for the safe custody thereof (*y*).

Assignor not to amend specification without consent.

Acknowledgment and undertaking as to production, &c. of the patents.

IN WITNESS, &c. (*z*).

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20. ASSIGNMENT *of a* MOIETY *of a* PATENT—CONDITIONS *of* SEPARATE WORKING (*a*).

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN A. B., of, &c. (hereinafter called "the assignor"), of the one part, and C. D., of, &c. (hereinafter called "the assignee"), of the other part [*recite as in Precedent* 17 *as to claim, grant and devolution of title*]: AND WHEREAS the assignor has agreed with the assignee for the sale to him at the price of £—— of one moiety of the said invention and letters patent, and all extensions thereof, upon the terms hereinafter appearing.

Recitals.

Grant and title.

Agreement to sell moiety of patent.

(*x*) As to amendments of specifications, see sects. 21—23 of the Act of 1907.

(*y*) As to this acknowledgment and undertaking, see Conveyancing Act, 1881, s. 9. By sect. 46, sub-s. 2, of the Act of 1907 the comptroller is to keep on sale copies of all complete specifications in force. If a patent is lost or destroyed, or its non-production is accounted for to the satisfaction of the comptroller, he may cause a duplicate thereof to be sealed (sect. 44).

(*z*) The assignment should be executed as a deed and be registered. As to registration, see sects. 28 and 66—72 of the Act of 1907.

(*a*) Compare this with the next three precedents, any one of which might be made to apply to an assignment of a moiety of a patent.

Testatum. NOW THIS INDENTURE WITNESSETH that in pursuance, &c. [*as in Precedent* 17], he the assignor, as beneficial owner,

Assignment of moiety. doth hereby assign unto the assignee ONE EQUAL MOIETY of and in the said invention and letters patent, and all extensions thereof, and of and in all rights, powers, emoluments, and advantages whatsoever, under or in respect of the said letters patent: To HOLD the said premises unto the assignee and his assigns subject to the conditions hereinafter appearing: AND THE ASSIGNOR

Covenant as to validity. doth hereby covenant with the assignee, &c. [*as to the validity of patent as in Precedent* 17, *ante*].

Mutual covenant as to payment of fees equally. AND IT IS HEREBY AGREED AND DECLARED that the amounts of the respective fees for the removal of the said letters patent, and any letters patent for the time being subject hereto, shall be borne equally by and between the parties hereto or their respective assigns, and

Excess of payments charged with interest on other party's share. that all sums paid by either party or his assigns in excess of his one moiety of the said fees respectively shall be repayable by the other party or his assigns on demand, and together with interest thereon at the rate of 5 per cent. per annum from the time of demand thereof, shall be a charge on the moiety of him or them of the said letters patent respectively: AND ALSO that, &c.

Other covenants. [*The following conditions may be used if thought fit:*—

"Each party shall be unrestricted in the working of the patent and grant of licences at royalties, and shall not be liable to account for any profits or royalties receivable by him thereby or thereunder, but no licence except at royalties shall be granted otherwise than by the parties jointly, who shall be entitled to all fines and premiums thereunder in equal shares."

"The conditions in this clause shall, as far as possible, apply to any patent obtained by the parties for any improvement, addition or discovery hereinafter mentioned."

"Each party shall from time to time, after making any improvement in or addition to the said invention or discovery useful in the manufacture of —— (including any improvement, addition, or discovery aforesaid now (if so) in his knowledge and possession), forthwith give notice thereof in writing to the other of them; and, as and when reasonably required by the latter, and at his expense as to actual costs (if any) out of pocket occasioned thereby, communicate and explain to him or his agents such improvement, addition, or discovery; and the said other party, in case the communicating party shall not intend to take out letters

patent in respect thereof, shall be entitled to use the same free of charge, but in case the communicating party shall intend to apply for letters patent in respect thereof, shall pay one moiety (not, however, exceeding altogether the sum of £——) of the current costs and expenses of and attending the application for and obtaining the said letters patent, and shall be entitled to be made a co-applicant therefor, and the same when obtained shall be held and enjoyed by the said parties in equal shares, subject to the terms of these presents."

Or the more elaborate and extensive provisions of the next precedent may be employed (*b*).]

Acknowledgment, &c. as to letters patent.

And the assignor hereby acknowledges the right of the assignee, &c. [*Acknowledgment and undertaking, &c., as in last precedent.*]

In witness, &c. (*c*).

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21. ASSIGNMENT *of* One-twelfth Share *of a Patent —Special Provisions as to each Co-owner working the Patent separately* (*d*).

THIS INDENTURE, made, &c., Between A. B., of, &c. (hereinafter called "the assignor"), of the one part, and C. D., of, &c. (hereinafter called "the assignee"), of the other part: Whereas (*e*) the assignor is entitled to the invention and letters patent mentioned in the First Schedule hereto: And whereas the assignor has agreed with the assignee for the sale to him at the price of £—— of one-twelfth part or share of and in the said invention and letters patent, and all extensions thereof, subject as hereinafter expressed: NOW THIS INDENTURE WITNESSETH that in pursuance, &c. [Precedent 17, *ante*] he the assignor as beneficial owner doth hereby assign unto the assignee One-twelfth part or share of and in the said invention, &c. [*use last precedent to end of covenant*

Recitals.

Absolute title of assignor.

Agreement to sell one-twelfth share.

1*st Testatum.*

Assignment of one-twelfth share of patent.

(*b*) Where the parties are to work together there should be a partnership deed. See Precedent, p. 1053.

(*c*) The assignment should be executed as a deed and registered. For a clause as to service of notices, use *Sp. Cl.* 51, p. 1165, *post.*

(*d*) Compare this with the preceding and also the following precedents. The next precedent is an assignment to trustees.

(*e*) See Precedent 17, however, as to other recitals.

2nd *Testatum.* Agreement and declaration.

as to the validity of the patent]: AND THIS INDENTURE ALSO WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration of the premises, IT IS AGREED AND DECLARED (*f*) as follows:—

Renewal fees paid according to shares and excess paid by any owner to be charged on shares of the others.

1. The amounts of the respective fees for the renewal of the said letters patent, and any other letters patent for the time being subject hereto respectively, shall be borne by and between the parties hereto, or other the owners for the time being thereof (hereinafter called "the owners"), in the proportion of their respective shares therein respectively, and any moneys paid in this respect by any owner which are probably payable by any other owner shall be repaid on demand, and together with interest thereon at the rate of 5 per cent. per annum from the time of demand shall be a charge on the share of such other owner, and if any owner shall at any time or times object to continue the payment of the said fees, any other owner or owners shall nevertheless be at liberty to continue the payment thereof as for the remainder of the term for which the same shall be payable, or any shorter period, and may claim from the objecting party aforesaid repayment of his proper proportion of any moneys so paid by him or them, with interest thereon at the rate aforesaid, from the time of demand until payment thereof, and the amount so repayable shall together with interest thereon be a charge on his share aforesaid accordingly.

No licences to be granted except by the owners jointly.

2. No licence for the use of any invention for the time being subject hereto shall be granted except by all the owners jointly, who shall be entitled to all benefits thereunder in the proportion of their respective shares in the letters patent relating thereto.

Royalties for benefit of all owners to be paid on articles manufactured by each owner.

3. In taking any half-yearly accounts hereinafter provided to be taken there shall be debited to each owner for the benefit of the other owners for the time being in respect of each patent article manufactured by him in the half-year then ended (*g*) a

(*f*) As to how far these stipulations will be binding on future owners, see *Werdermann* v. *Société d'Electricité*, 19 Ch. D. 246, as explained in *Bagot Pneumatic Tyre Co.*, [1902] 1 Ch. 146.

(*g*) Or say (if so intended)

"manufactured and in the half-year then ended sold by him."

It may be more convenient to fix the royalty on the manufacture, so as to avoid the provisions in Clause 8*a* as to articles in hand at end of the term. The royalty in either case may, for convenience at least, be taken

royalty of —— shillings less his proportion thereof according to his share in the letters patent, which royalty less as aforesaid shall be divisible in the said accounts between the other owners in the respective proportions of their shares.

Patent mark to be used on all articles.

4. Each owner shall affix on every patent article, as and when manufactured by him, the patent mark now in use, and shall not part with any such article without such mark being affixed thereto, and each owner not being the assignor shall buy all such patent marks from the assignor so long as he shall be able and willing to supply the same at the rate of, &c., and shall be debited half-yearly in the accounts hereinafter provided to be taken for such as shall be so bought by him.

Improvements, &c. by any owner to be brought in.

5. Each owner shall from time to time, after making any improvement in or addition to the said invention or discovery useful in the manufacture of —— (including any improvement, addition or discovery aforesaid now (if so) in the possession and knowledge of any party hereto), forthwith give notice thereof in writing to the other owner or owners, and, as and when reasonably required by and at the expense of him or them respectively as to actual costs (if any) out of pocket occasioned thereby, communicate and explain to him or them respectively, or his or their respective agents, such improvement, addition, or discovery, and the same shall be considered and treated as being part of or comprised in the said invention, but in case the communicating owner shall intend to apply for letters patent in respect thereof, the other owner or owners shall jointly with him contribute in the proportion or proportions aforesaid to the payment of the current costs and expenses of and attending the application for and obtaining the said letters patent (such costs and expenses however being taken not to exceed altogether the sum of £—— and the excess whereof being borne by such communicating owner), and shall be entitled to be made a co-applicant or co-applicants respectively therefor, and the said letters patent or patent rights in respect thereof when obtained shall be held by the owners in the proportions aforesaid, subject as far as possible to the like terms and conditions as are herein contained in respect of the letters patent

to be of the amount which a licensee would have to pay where no premium has been charged him.

hereinbefore expressed to be assigned [And further the foregoing provisions in this clause, including as to the limit of contribution, shall as far as possible apply to the interest of any owner in every such improvement, addition, or discovery aforesaid, which he may in conjunction with any other person or persons now have in his knowledge and possession or hereafter make].

Books of account kept by each owner and inspection allowed and verification made.

6. Each owner shall keep at his usual or chief place of business all proper books of account, and shall make true and perfect entries therein at the earliest opportunities of all particulars necessary or convenient for any of the purposes hereof of all transactions relating to the manufacture or sale (*h*) of the said articles manufactured by him, and shall at the same place produce the said books to the other owner or owners respectively for inspection thereof, and taking copies or extracts therefrom, and at his own expense obtain and give to him or them respectively all information necessary or convenient for any of the purposes hereof as to any item or matter comprised therein or relating thereto, and at the expense of any party requiring it verify such information by statutory declaration or otherwise as shall be reasonably required.

Accounts delivered and settled half-yearly.

7. Each owner shall within twenty-one days after the end of each half-year ending on the —— day of —— or —— day of —— deliver or send to each of the other owners a statement of account in respect of the transactions and matters aforesaid on the part of the accounting owner for the half-year then ended, and shall, if required by but at the expense of the owner requiring the same, verify or procure some fitting person in his own employ to verify the said statement or any part thereof by statutory declaration: And shall as soon as statements of account respectively for any half-year shall have been delivered by him as aforesaid, and the balance (where any) due from him to the other owner or owners respectively shall be ascertained, pay the same to him or them respectively then forthwith accordingly, but if the said balance or any part thereof shall from any cause whatever remain unpaid for one calendar month from the end of the said half-year, it shall bear interest from the end of such calendar month at the rate of 5 per cent. per annum, and together with such interest

(*h*) Particulars of sale should appear, notwithstanding that royalties are only payable on the manufacture, as thereby a check will be furnished, to some extent, on the entries as to the articles manufactured.

be a charge on the share in the said letters patent respectively of the person liable to pay the same.

Liberty for each owner to inspect factories, &c. of other owners.

8. Each owner or his agents shall be at liberty at all reasonable times during the continuance of any letters patent subject hereto, and afterwards for such period as shall be necessary or convenient to him, for any of the purposes hereof to enter any factory or place of business of any other owner to ascertain the state and extent of the manufacture or sale of the said articles or for other the purposes hereof.

Reduced royalties on articles unsold on determination of patents.

8*a* (*i*). [In taking the final accounts between the respective owners, each shall be debited as to each article aforesaid then in his possession and remaining unsold with the reduced royalty of —— shillings less his proportion thereof, according to his share in the letters patent, in lieu of the royalty less as aforesaid in respect of the sale by him of such article as hereinbefore provided, which reduced royalty less as aforesaid shall accordingly be divisible in the said accounts in respect thereof between the other owners in the proportion of their respective shares aforesaid.]

Acknowledgment, &c. as to letters patent.

9. The assignor hereby acknowledges the right of the assignee, &c. [*Acknowledgment, &c., as in Precedent* 19, *ante*].

In witness, &c. (*k*).

First Schedule.

Second Schedule.

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22. ASSIGNMENT *of a Patent to* Trustees *for Co-owners in* unequal Shares—Exclusive Licence *for a particular District to be granted to each Co-owner at* Royalties —Power of Sale *and general Powers of* Licensing *in the Trustees*—Trust Moneys *divisible Half-yearly*—Remuneration *to the Trustees.*

THIS INDENTURE, made, &c., Between A. B., of, &c. (hereinafter called "the vendor"), of the first part, C. D., of, &c., E. F.,

(*i*) This clause is, of course, to be inserted only if royalties are made payable on sales. See note (*g*), *ante*.

(*k*) The deed should be registered. For a clause as to service of notices, use *Sp. Cl.* 51, *post*, p. 1165.

of, &c., and G. H., of, &c. (hereinafter called "the purchasers"), of the second part, H. K., of, &c., and L. M., of, &c. [*trustees*], of the third part, and every person who as mentioned in Clause 1 hereof shall execute these presents or otherwise bind himself hereto of the fourth part [*Recitals as to the claim, grant, &c.* (*l*)]: AND WHEREAS the vendor has agreed with the purchasers for the sale to them respectively of shares in the said letters patent, and every extension thereof, namely to the said C. D. one-fifth share at the price of £——, and to the said E. F. one two-fifths share at the price of £——, and to the said G. H. one-tenth share at the price of £——: AND WHEREAS the vendor and purchasers have agreed that the said letters patent shall be assigned to the said H. K. and L. M. upon the trusts and otherwise subject as hereinafter expressed. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration as to the said C. D. of the sum of £——, and as to the said E. F. of the sum of £——, and as to the said G. H. of the sum of £——, now paid to the vendor by the purchasers respectively (the receipt of which several sums the vendor doth hereby acknowledge) and otherwise in consideration of the premises, he the vendor as beneficial owner subject to the said agreement for sale doth hereby assign: And each of them the purchasers as beneficial owner in respect of his share under the said agreement as aforesaid doth hereby assign unto the the said H. K. and L. M. ALL THOSE the said invention and letters patent, and the sole and exclusive benefit thereof, and of all extensions thereof, and all rights, powers, emoluments, and advantages whatsoever under or in respect of the said letters patent, TO HOLD the said premises unto the said H. K. and L. M. and their assigns upon trust for the vendor and purchasers respectively as tenants in common, in the following shares, namely as to the vendor three-tenths, as to the said C. D. one-fifth, as to the said E. F. two-fifths and as to the said G. H. one-tenth, but nevertheless subject to the covenants and conditions hereinafter contained: AND THE VENDOR doth hereby covenant with the said H. K. and L. M. jointly and also with each of the purchasers separately that notwithstanding anything by the vendor done, omitted, or knowingly suffered, the said letters patent are now valid and subsisting and not void or voidable. AND THIS INDENTURE ALSO WITNESS-

Recitals.

Claim, grant, &c.

Further agreement to assign to the trustees.

Assignment of patent to the trustees.

Covenant as to validity of patent.

2nd Testatum.

(*l*) As to recitals, see Precedent 17.

ETH that in pursuance of the said agreement in this behalf and in consideration of the premises, IT IS HEREBY AGREED AND DECLARED as follows:— Agreement and declaration.

1. The term "the trustees" shall mean the said H. K. and L. M. or the survivor of them, or other the trustees or trustee hereof for the time being, and the term "owner" shall mean either the actual beneficial owner for the time being of any share in the trust premises, or, in case such beneficial owner shall not then already as a party hereto of the first, second or fourth part have executed these presents or otherwise have bound himself to perform and observe the obligations herein contained and in respect of such share to be performed and observed, then the beneficial owner or last of the beneficial owners through whom he shall have derived the title to such share, who shall have bound himself as aforesaid, and the term "shares" shall mean the shares into which the trust premises shall for the time being be divisible between the owners. Definition of "trustees," "owners," and "shares."

2. The said H. K. and L. M. shall immediately after the execution hereof grant to each of them the vendor and purchasers at his expense (including as to the counterpart), an exclusive licence of the said invention, and any other patented invention for the time being subject hereto, for the district mentioned opposite his name in the —— Schedule hereto, and in the form given therein. Trustees to grant exclusive licences for certain districts to the vendor and purchasers respectively as per Schedule.

3. Except according to the terms of any such licence aforesaid, or any other or further licence granted to him by the trustees under the power in this behalf hereinafter contained, no owner shall be entitled to use any patented invention aforesaid. No owner except by licence of the trustees to use the invention.

4. The trustees shall at any time during the continuance hereof, at the request in writing of a majority in value being one-third at least in number of the owners, sell the said letters patent or any other letters patent then comprised herein, either as to the entirety thereof, or for any district or districts, subject to the respective licences aforesaid, and all other licences (if any) granted under the provision in this behalf hereinafter contained, or, with the consent and concurrence of the owner or owners of any such licence, freed and discharged from the same, at such prices for cash or if to a joint stock company for cash, shares, or debentures, payable or issuable at such times, and subject to such conditions, as the persons comprising such or any other majority in value of the owners, being one-third at least in number thereof, shall direct, or Trust for sale on request of majority.

in default of any such direction, then as the trustees shall think fit, with power for them without the concurrence of any owner except as to his licence as aforesaid, to assign to the purchaser or purchasers thereof the premises so sold, and to give complete discharges for the purchase-moneys thereof, and so that such purchaser or purchasers shall not be obliged to inquire into the title to any of the shares or otherwise as to the propriety or regularity of the sale (*m*).

General power in trustees to grant licences.

5. Subject to any such sale and licences aforesaid, the trustees shall from time to time, on the requisition in writing of any owner or owners, grant licences to any owners or other persons or companies respectively (but as to any owner at his expense including as to the counterpart of his licence), of any patented invention aforesaid, according to the form given in the Schedule hereto, or such other form as the owners may unanimously prescribe for this purpose: PROVIDED ALWAYS that the trustees shall, prior to any such grant, give to each owner who may be unaware of their intention to make the same, or ignorant of the particulars thereof, or send to him by post to his last usual or known place of abode or business, a written notice of —— days at least of their intention so to do, and of the particulars aforesaid, and shall not grant any such licence in case a majority in value being one-third at least in number of the owners shall either together or separately serve the trustees with an objection in writing to the grant thereof, but in default of the service of such objection or objections within or at the end of the said period, may effectually grant the said licence: PROVIDED ALSO that it shall not be incumbent on any person or persons treating for the grant of any such licence to ascertain if any such objections whatever have been or might be made, or to require the concurrence of any owner thereto.

But prior notice to be given to owners thereof.

No licensee bound to ascertain if owners object to grant.

Net trust moneys to be divisible according to the shares.

6. All royalties and other sums receivable by the trustees under any of the said licences, or from sales of any letters patent, or otherwise as aforesaid, and all other moneys receivable by them hereunder, shall form part of the trust estate, and, subject to the payment thereout of all costs and expenses herein provided to be made, shall be held by the trustees in trust for the owners in the proportions of their respective shares.

(*m*) See sects. 13 and 20 of the Trustee Act, 1893, as to powers of sale, and giving receipts.

Disposition of the trust moneys.

7. The trustees shall from time to time out of any trust moneys in their hands pay and discharge and (if they shall think fit) also set apart any sum in order to provide for the satisfaction of all or any renewal fees, or other costs, expenses, or liabilities then already due or incurred, or which might thereafter become due or be incurred by them in respect of the said trusts or any of them, and shall pay or divide the balance (if any) of the said moneys to or amongst the owners in the proportions of their respective shares: PROVIDED ALWAYS that all costs, expenses, or liabilities aforesaid not paid, discharged or otherwise provided for as aforesaid, shall, as between the trustees and the owners in respect of whose shares respectively the same shall be payable or incurred by the trustees, be borne by such owners or any one or more of them and in such proportions (if any) as the trustees shall think fit, without reference to the interest of any such owner in the trust premises, and shall, notwithstanding any change of ownership in any of the shares, be a first charge on the trust premises generally, but shall as between the owners themselves in respect of whose shares respectively the said costs, expenses, or liabilities shall be so payable or incurred, be borne by them respectively in the proportions of their respective shares, and so that every sum paid by any owner as demanded by the trustees in respect of any such costs, expenses, or liabilities which shall be properly payable by any other owner, shall, together with interest thereon at the rate of 5 per cent. per annum from the time of demand thereof by the owner so paying the same, be payable by the other owner aforesaid on demand, and shall together with such interest be a charge on the share of the latter in the trust premises.

Expenses charged to owners and on trust property generally without reference to shares or change of ownership,

but owner paying in excess to have charge on other shares.

Legal proceedings as to the patents.

8. All proceedings necessary or suitable for the support, protection, or defence of any letters patent aforesaid (but in respect of any place or district subject to any provisions contained in any licence aforesaid as to infringements within the same (*n*)), shall be taken and prosecuted by the trustees whenever a majority in value of the owners shall in writing require them so to do.

Accounts settled half-yearly.

9. Accounts between the trustees and the respective owners shall be delivered and settled half-yearly on every —— day of —— and —— day of ——, commencing with the —— day of ——

(*n*) A licence might provide that the licensee should undertake all actions, &c. for infringement within his district.

next, but the owners shall be at liberty at any time to require payment by any owner of any sum found or properly claimed by them to be due to them hereunder, whether under any half-yearly account aforesaid or otherwise, and in case any owner shall for —— days after the trustees shall in writing have required him to pay to them any such sum make default in the payment of the same, or any part thereof, the said sum or part thereof shall thenceforth bear interest at the rate of 5 per cent. per annum until payment or satisfaction thereof.

Improvements, &c. by any owner to be brought in.

10. Each owner shall from time to time, &c. [*Part of Clause 5 of last precedent*], forthwith give notice thereof in writing to the trustees and the other owners respectively, and as and when reasonably required by any owner, and at his expense as to actual costs (if any) out of pocket occasioned thereby, communicate and explain to him or his agents such improvement, addition, or discovery, and the same shall be considered, &c. [*ib.*], but in case the communicating owner shall intend to apply for letters patent in respect thereof, the trustees shall out of the trust estate, or by contribution of the owners generally in the proportions respectively aforesaid, pay all the current costs, &c. [*Continue to end of words "communicating owner" in brackets and then as follows*] and the trustees shall be entitled to be made co-applicants therefor, and the said letters patent or patent rights in respect thereof when obtained shall, at the expense of the trust estate, or by contribution as aforesaid, be vested in the trustees, and be held by them as far as possible upon the like trusts and subject to the like terms and conditions as are herein declared and contained in respect of the letters patent hereinbefore expressed to be assigned.

Proceedings for extensions.

11. The vendor shall at the expense of the trust estate, or the owners generally in the proportions aforesaid, when required by the trustees so to do, as authorised by a majority of the owners being one-third at least in value, of whom the vendor may be one, execute and do all assurances and things necessary or convenient for enabling the trustees to obtain and as such exclusively hold and enjoy any extension of the said letters patent as shall be reasonably required (*o*).

Remuneration to trustees out of trust

12. Each trustee shall be entitled half-yearly, and so proportionately for any shorter period during his trusteeship, to a sum

(*o*) As to extensions, see sect. 18 of the Act of 1907.

of £—— for his services hereunder payable, however, as to each half-year out of the trust moneys (if any) at the end thereof available for such purpose, after satisfaction of or making due provision for all fees and other costs, expenses, and liabilities (if any) then due from or incurred by the trustees in respect of the trust premises, with power to make up to himself during the period of his trusteeship the deficiency (if any) for any half-year in respect of the said sum out of the trust moneys properly available for the purpose as aforesaid which shall be in or come to the hands of the trustees in any subsequent half-year or half-years, but such sum shall not be a debt due from any of the owners personally.

moneys subject to other expenses.

13. The power of removing any trustee and also of appointing a new trustee or new trustees hereof shall vest in the majority in value being one-third at least in number of the owners (*p*).

Power of appointment of new trustees.

14. If any difference shall arise between the parties hereto in respect of the construction hereof, or their respective rights, duties, or liabilities hereunder, the same shall be referred to the award and determination of two arbitrators to be chosen one by each party hereto, and in case the said arbitrators disagree, or fail to make an award within —— months after entering on the reference, or after having been called on to act by notice in writing from any party to the submission, then to the award, umpirage, and determination of such person as the said arbitrators shall appoint as umpire.

Arbitration clause.

In witness, &c. (*q*).

The Schedule.

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23. ASSIGNMENT *by a* Patentee *of a* Share *of a* Patent—*the* Assignor *alone to work the* Patent.

THIS INDENTURE, made, &c., Between A. B., of, &c. (hereinafter called "the assignor"), of the one part, and C. D., of, &c. (hereinafter called "the assignee"), of the other part [*recite*

(*p*) As to appointments of new trustees, see the Trustee Act, 1893, ss. 25 *et seq.*

(*q*) The deed should be registered, but the trusts will not be noticed: see sects. 28 and 66—72 of the Act of 1907. For a clause as to service of notices, use *Sp. Cl.* 51, p. 1165, *post.*

1st *Testatum.* Grant of share.

as in Precedent 21, *ante*]. NOW THIS INDENTURE WITNESSETH that in consideration, &c. [*ut ante, p.* 1060], he the assignor, as beneficial owner, doth hereby assign unto the assignee one-twelfth share of and in ALL THOSE the said invention and letters patent, and all extensions thereof, and of and in all rights, powers, emoluments, and advantages whatsoever, under or in respect of the said letters patent: EXCEPT AND RESERVING unto the assignor and his assigns to the extent and according to the conditions hereinafter appearing, a right of user of the said premises (*r*): TO HOLD the said premises unto the assignee and his assigns subject as hereinafter expressed: AND THE ASSIGNOR doth hereby covenant with the assignee, &c. [*as to the validity of the patent as in Precedent* 17, *ante*]: AND THAT the assignor or his assigns will, at the expense of the assignee or his assigns, execute and do all such assurances and things necessary or convenient for enabling him or them to obtain and exclusively hold and enjoy, subject to the conditions in this behalf hereinafter appearing, the sole and exclusive benefit of one-twelfth share of and in every extension of the said letters patent as shall be reasonably required by him or them (*s*).

Covenants. Validity of patent. Benefit of extension.

2nd *Testatum.* Agreement and declaration.

AND THIS INDENTURE ALSO WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration of the premises, IT IS HEREBY AGREED AND DECLARED as follows:—

Assignor to have exclusive use of the share subject to conditions.

1. The right of user hereinbefore excepted and reserved to the assignor and his assigns (hereinafter termed "the licence") shall be the sole and exclusive right to use the said one-twelfth share hereinbefore assigned of the said invention and letters patent, and of a like share of any other invention, and the letters patent (if any) in respect thereof, for the time being during the subsistence of every such letters patent and extension (if any) thereof, but subject as hereinafter provided.

During licence until

2. During the continuance of the licence, until any breach (*t*)

(*r*) The object of inserting this exception and reservation is to obtain a recognition on the register of the legal rights of the assignor in respect of the share, as otherwise the technical question might be raised that the assignee obtaining a legal interest could not by the same deed grant to the assignor another legal interest (a licence) out of it. Registration will only be of legal rights or interests: sect. 66 of the Act of 1907.

(*s*) The assignor is under no obligation to apply for any extension.

(*t*) This must be apparently a breach that the assignee may choose

by the assignor of any covenant or condition herein contained and on his part to be performed or observed, the assignor shall be unrestricted in the grant of licences at royalties (but not at any premiums) in respect of the said letters patent respectively, except that the said licences shall be as to the entirety and not any mere share in the same respectively: PROVIDED ALWAYS that the assignor shall within —— days of the receipt by him of any royalties under any of the said licences, and notwithstanding the determination (if so) of the licence aforesaid, pay to the assignee one-twelfth part thereof respectively.

breaches assignor may grant licences of entirety at any royalties,

—and pay assignee his share of royalties.

3. Except as aforesaid, all licences in respect of the said letters patent respectively, whether at premiums, or royalties, or otherwise, and whether during the continuance of the licence, or after the revocation thereof (if any), shall only be granted by the said parties jointly, and the premiums, royalties, or other sums payable thereunder shall be divisible between them in the shares in which they shall be entitled to the said letters patent respectively.

Other licences to be granted by the parties jointly.

4. The assignor shall half-yearly on every —— day of —— and —— day of —— during the continuance of the licence, pay to the assignee in respect of each patent article manufactured by him according to any invention subject hereto, and in the half-year then ended sold by him, one-twelfth part of a royalty of —— shillings (*u*): PROVIDED ALWAYS (*x*) that every sum not being less than £—— which may be owing to the assignor from any single person, firm, or company, or persons jointly, as the price of articles sold by him in any half-year aforesaid, shall be treated in the accounts therefor as having been then actually paid to the assignor, and every sum of whatever amount which at the end of some half-year aforesaid during the continuance of the licence shall have been owing to the assignor as aforesaid for —— calendar months or more shall, unless the assignor shall show to the satisfaction of the assignee that he had taken all reasonable means to recover the said sum, be treated in the accounts for that

Royalties to be paid to assignee on patent articles sold by assignor.

Bad debts, &c. provided for.

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to avail himself of, as the above restriction is plainly inserted for his benefit only.

(*u*) The royalty might be put on the manufacture only, so as to avoid the provisions as to bad debts and articles in assignor's possession at the end of the licence.

(*x*) Omit this proviso, if the royalties are only to be on the manufactures.

half-year as having been actually paid to the assignor, but, except as aforesaid, and subject to his accounting for any moneys as and when received by him (if at all) in respect of any debts owing to him as aforesaid, no debts at the end of any half-year aforesaid remaining owing to the assignor for articles sold by him as aforesaid shall be treated in such accounts as moneys actually received by him.

Restrictions on assignment, &c. by assignor of any part of patent or licence.

5. Except by way of granting any licence as aforesaid, the assignor shall not, without the written consent or concurrence of the assignee, assign, charge, mortgage, or in any way dispose of or attempt to dispose of the said licence, or any part, share, or other interest of or in the said letters patent respectively (*y*).

Payment of renewal fees.

6. The amounts of the respective fees for the renewal of the said letters patent respectively shall be borne by and between the said parties in the proportion of their respective shares aforesaid, and any moneys paid in this respect by either party which are properly payable by the other party shall be repaid on demand, and together with interest thereon at the rate of 5 per cent. per annum from the time of demand shall be a charge on the interest of the latter in the letters patent and premises then comprised herein.

Accounts kept, &c. by assignor.

7. The assignor shall during the continuance of the licence keep at his usual or chief place of business all proper books of account, &c. [*Clause* 6 *of Precedent* 21, *ante, with the necessary variations.*]

Half-yearly statement and settlement of accounts.

8. The assignor shall, at the end of each half-year aforesaid, deliver or send to the assignee a statement of account for the purposes of the payments to be made to the assignee for the half-year then ended as aforesaid, and shall, if required by the assignee, but at the expense of the assignor, verify or procure some fitting person in his employ to verify the said statement or any part thereof by statutory declaration, and subject to such verification pay the sum due on such account to the assignee forthwith.

Mutual improvements,

9. Each party shall from time to time after making any im-

(*y*) This clause is inserted to enable the assignee in the above instrument to have a voice (if possible) in any arrangements by the assignor with the new purchasers, &c. as to the future working of the patents. A breach of the clause will, as provided later, enable the assignee to rescind the licence granted by him.

provement in or addition to the said invention, &c. [*Clause 5 of Precedent* 21, *ante, with the necessary variations* (*z*).] &c. to be brought in.

10. The assignee by himself or his agents shall be at liberty at all reasonable times during the continuance of the said licence, and afterwards for such period as shall be necessary or convenient to him, to enter any factory or place of business of the assignor to ascertain the state and extent of the manufacture or sale of the said articles, or for other the purposes hereof. Inspection of factory.

11. (*a*) In taking the final accounts between the said parties at the end or sooner determination of the licence, the assignor shall be debited as to each article aforesaid then in his possession and remaining unsold with one-twelfth part of the reduced royalty of —— shillings in lieu of the like share of any royalty in respect of the sale by him of such article as aforesaid. Reduced royalties on articles unsold at end of licence.

12. If the assignor shall become bankrupt, or commit any act of bankruptcy, whether available for adjudication or not, or shall make default for the space of twenty-one days in the payment of any moneys due from him to the assignee hereunder, or shall commit or suffer any breach of his obligations hereunder other than as to the payment of moneys, and as to any such breach or obligation (if capable of being repaired or performed) shall for the space of fourteen days after he shall have been served by the assignee with a written notice requiring him to repair or perform the same omit so to do, the assignee shall be at liberty at any time thereafter to determine the said licence by serving the assignor or his assignee in bankruptcy (if any) with a written notice for that purpose, but such determination shall be without prejudice to the recovery by the assignee of any moneys then already due to him hereunder, or to any licence aforesaid granted by the assignor or by the assignor and assignee jointly. Determination of licence on bankruptcy or breaches.

13. Except where in any case the context requires a different interpretation, or the term "assigns" is already used, these Transmission clause.

(*z*) Or the above might be made a covenant by the assignor alone to bring in any improvements, &c. made by him.

(*a*) Omit this clause if the royalties are originally only to be on the manufactures.

presents shall extend and be construed to apply also as far as possible to the assigns of either party in substitution for him.

In witness, &c. (*b*).

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24. ASSIGNMENT *and* Release *of a* Patent *by* One Co-grantee *to the* other *in pursuance of an* Agreement for Sale *of the* Entirety *by the* Inventor *entered into* before *the* Grant.

THIS INDENTURE, made, &c., Between A. B., of, &c. (hereinafter called "the assignor"), of the one part, and C. D., of, &c., of the other part: Whereas the assignor as the inventor of a new and improved process, &c., obtained the acceptance of a complete specification in respect of the said invention on the —— day of ——, 19—: And whereas by an agreement dated, &c., and made between the assignor, of the one part, and the assignee, of the other part (*c*), it was agreed amongst other things that the assignee should purchase the said invention and the patent in respect thereof, and the benefit as therein provided of all improvements or additions (if any) to the said invention made by the inventor for the sum of £——, and that the assignee should be entitled to be made an applicant for the grant of the said patent jointly with the assignor, and that the said patent should be assured to the assignee by the assignor so that the entirety thereof should become vested in the assignee: And whereas the said patent was duly obtained in the joint names of the assignor and assignee, and is numbered —— bearing date the —— day of, &c. (*d*), and was duly sealed on the —— day of, &c.: And whereas the said sum of £—— has been duly paid as the assignor doth hereby acknowledge: And whereas the assignor hath consented to execute the assignment of the said patent hereinafter contained. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration of the sum of

Recitals.

Invention by assignor.

Agreement before grant for purchase of patent.

Patent obtained in joint names.

Assignor to execute this assignment and release.

Testatum.

(*b*) The deed should be registered. For a clause as to service of notices, use *Sp. Cl.* 51, *post*, p. 1165.

(*c*) It seems desirable to notice this agreement here specially, not only fully to explain the relative positions of the parties, but also to give, indirectly at least, additional notice of its contents.

(*d*) The day of application. See sect. 13 of the Act of 1907.

£—— so paid to the assignor by the assignee as aforesaid (the receipt whereof is hereby acknowledged), he the assignor, as beneficial owner, to the extent only of his estate and interest as hereinbefore appears in the invention, letters patent, and premises hereby assured, doth hereby assign and release unto the assignee ALL THOSE the said invention and letters patent, and the sole and exclusive benefit thereof, and of all extensions thereof, and all rights, powers, emoluments, and advantages whatsoever under or in respect of the said letters patent, TO HOLD the premises unto the assignee and his assigns absolutely: AND THE ASSIGNOR doth hereby covenant with the assignee that notwithstanding anything by him the assignor done, omitted, or knowingly suffered, the said letters patent are now valid and subsisting, and not void or voidable: AND THAT the assignor will from time to time, after making any improvement in or addition to the said invention or discovery useful in the manufacture of —— (including any improvement, addition, or discovery aforesaid, now (if so) in his knowledge and possession), forthwith give notice thereof in writing to the assignee or his assigns, who shall be entitled to the sole and exclusive benefit thereof [except as to the personal use thereof by the assignor]; and as and when reasonably required by the assignee or his assigns, but at his or their expense as to actual costs (if any) out of pocket occasioned thereby, communicate and explain to the assignee or his assigns, or his or their agents, any such improvement, addition, or discovery [and at the like expense and also for such remuneration, not being less than at the rate of £—— per day, as the assignee or his assigns shall think fit to allow therefor, himself personally, and to the best of his ability, instruct, superintend, and assist on any business premises of the assignee or his assigns, not less than —— workmen or other persons named by him or them in the process and details of the manufacture of articles with the use of such improvement, addition, or discovery, so as to make them proficient therein]. And shall at the expense (not, however, exceeding the sum of £——) of the assignee or his assigns, if he or they shall require the same, apply for or obtain, or (if he or they shall so think fit) join with him or them in applying for and obtaining letters patent in respect of any such improvement, addition, or discovery, and execute and do all such assurances and things as shall be necessary or convenient for vesting the same letters patent and

Covenants.

Validity of patent.

Improvements, &c.

the exclusive benefit thereof in the assignee or his assigns [subject to the personal use by the assignor of the invention comprised therein] as by the assignee or his assigns shall be reasonably required. [AND FURTHER, the foregoing provisions in this clause (including as to the limit of expense to the assignee or his assigns) shall, as far as possible, apply to the interest of the assignor in every such improvement, addition, or discovery aforesaid, which he may, in conjunction with any other person or persons, now have in his knowledge and possession, or hereafter make.] AND THAT the assignor will at the expense of the assignee or his assigns, &c. [*Covenant as to extensions as in Assignment, ante*, p. 1062.]

Extension.

IN WITNESS, &c. (*e*).

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25. ASSIGNMENT *of a* PATENT *to the* INVENTOR (*a* FOREIGNER *resident Abroad*) *by his* AGENT, *the* PATENTEE.

THIS ASSIGNMENT, made, &c., BETWEEN A. B., of, &c. (hereinafter called "the assignor"), of the one part, and C. D., of, &c. (hereinafter called "the assignee"), of the other part: WHEREAS the assignee is the sole and original inventor of improvements, &c. [*title of invention*]: AND WHEREAS the assignee being a foreigner resident abroad and desirous of obtaining letters patent for the United Kingdom and Isle of Man, employed the assignor to obtain the same for the sole and exclusive benefit of the assignee (*f*): AND WHEREAS the assignor accordingly and at the entire expense of the assignee duly made application on the —— day of, &c., for the said letters patent, and obtained the grant thereof in his own name: AND WHEREAS the said letters patent are numbered ——: AND WHEREAS the assignee hath requested the assignor to assign to him the said letters patent. NOW THIS INDENTURE WITNESSETH that in consideration of the premises, he the assignor, as trustee, doth hereby assign unto the assignee, ALL THOSE the said invention and letters patent, and the sole and exclusive benefit thereof, and of all extensions

Recitals.
Assignee real inventor.
And being resident abroad employed assignor.
Assignor obtained patent in own name.
Number of patent.
Request to assign.
Testatum.
Grant.

(*e*) The deed should be registered. See sects. 28 and 66—72 of the Act of 1907.

(*f*) The Patent Office will not grant a patent to any agent of inventor resident abroad.

thereof, and all rights, powers, emoluments, and advantages whatsoever under or in respect of the said letters patent, TO HOLD the premises unto the assignee and his assigns absolutely: AND THE ASSIGNOR doth hereby covenant, &c. [*As in Precedent* 17, *ante*, *as to validity of patent and extensions.*] Covenant as to validity and extensions.

IN WITNESS, &c.

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26. ASSIGNMENT *of a* LICENCE—*the* LICENSOR *not being a* PARTY (*g*).

THIS INDENTURE, made, &c., BETWEEN A. B., of, &c. (hereinafter called "the vendor"), of the one part, and C. D., of, &c. (hereinafter called "the purchaser"), of the other part: WHEREAS by a licence under seal dated, &c., and made between E. F., of the one part, and the vendor, of the other part, the said E. F. granted unto the vendor and his assigns the sole and exclusive right within the town of, &c., to manufacture articles according to the invention mentioned (together with the letters patent in respect thereof) in the Schedule hereto for the residue of the term of fourteen years comprised in the said letters patent, at royalties payable half-yearly on every —— day of —— and —— day of ——, and subject to the covenants and conditions therein contained: AND WHEREAS the vendor hath from the date of the said licence up to this present time worked the said invention in the said town in accordance with the terms thereof: AND WHEREAS the vendor lately agreed with the purchaser for the sale to him of his business in the said town of manufacturing and selling the said articles, and other the business of a ——, as from the said —— day of —— last (*h*): AND WHEREAS it was part of the said agreement that the purchaser should purchase the said licence for the sum of £——. NOW THIS INDENTURE WITNESSETH that in consideration, &c., he, the vendor, as beneficial owner, doth hereby assign unto the purchaser ALL THAT the said licence dated, &c., and the full benefit thereof, TO HOLD the same

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(*g*) See next precedent as to the licensor being a party.

(*h*) Omit reference to this or any other day if the assignment is dated on a half-yearly day. Recite also (if so arranged) that "the vendor has duly paid all royalties and other sums reserved by the said licence owing up to the date hereof."

unto the purchaser and his assigns, subject to the covenants and conditions therein contained and henceforth on the part of the licensee to be performed or observed: AND THE VENDOR doth hereby covenant with the purchaser that notwithstanding anything by him done, omitted, or knowingly suffered, the said licence is now valid and subsisting, and not void or voidable, and that all the royalties reserved by the said licence have been paid up to the —— day of —— last, and that all the covenants and conditions therein contained and on the part of the licensee to be observed and performed have been observed and performed up to this present time: AND THE PURCHASER doth hereby covenant with the vendor that he will as from the said —— day of —— last (*i*) pay the royalties and other sums by the said licence reserved, and also will perform and observe all the covenants and conditions therein contained and on the part of the licensee henceforth to be performed and observed, and keep the vendor indemnified against all actions, claims, and expenses in respect of the same royalties, sums, covenants, and conditions, or any of them respectively.

IN WITNESS, &c. (*k*).

THE SCHEDULE.

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27. ASSIGNMENT *of a* LICENCE—*the* LICENSOR *being a* PARTY (*l*).

THIS INDENTURE, made, &c., BETWEEN A. B., of, &c. (hereinafter called "the vendor"), of the first part, E. F., of, &c. (hereinafter called "the licensor"), of the second part, and C. D.,

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(*i*) If the assignment is dated on a half-yearly day, say "henceforth" only. Or if so arranged the vendor can satisfy royalties up to date, and the covenant can be made to apply only to future royalties.

(*k*) The deed should be registered: see sects. 28, 66—72 of the Act of 1907.

(*l*) See last precedent as to the licensor not being a party. As to how far the covenants in a licence are binding on the assigns of the licensee, see *Werdermann* v. *Société Générale d'Electricité*, 19 Ch. D. 246, as explained in *Bagot Pneumatic Tyre Co.* v. *Clipper Pneumatic Tyre Co.*, [1902] 1 Ch. 146.

of, &c. (hereinafter called "the purchaser"), of the third part [*Recite as in last precedent with any necessary variations*]: AND WHEREAS in the said licence it is provided that the licensee shall not assign the same without the consent in writing of the licensor: AND WHEREAS the licensor hath agreed to enter into these presents in order to testify his consent to the assignment of the said licence to the purchaser upon the terms that the purchaser shall covenant with him as hereinafter expressed. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreements in this behalf, and in consideration of the sum of £—— this day paid to the vendor by the purchaser (the receipt whereof is hereby acknowledged), and also in consideration of the premises, he the vendor, as beneficial owner, doth hereby assign, and he, the licensor, by the direction of the vendor, as such beneficial owner, doth hereby confirm unto the purchaser, ALL THAT licence, dated, &c., and the full benefit thereof, TO HOLD the same unto the purchaser and his assigns, subject to the covenants and conditions therein contained and henceforth on the part of the licensee to be performed or observed: AND THE VENDOR doth hereby covenant, &c. [*As to the validity of the licence as in last precedent*]: AND THE LICENSOR doth hereby covenant with the purchaser that notwithstanding, &c. [*Covenants as to the validity of the patent as in Precedent* 17, *ante, adding* "and he now hath full power to confirm the said licence in manner aforesaid"]: AND THE PURCHASER doth hereby covenant with the vendor, and as a separate covenant also with the licensor and his assigns (*m*), that he, the purchaser, will as from the said —— day of —— last (*n*) pay the royalties and other sums by the said licence reserved, and also will perform and observe all the covenants and conditions therein contained and on the part of the licensee henceforth to be performed and observed, and doth hereby also covenant with the vendor that he, the purchaser, will henceforth keep the vendor indemnified against all actions, claims, demands, and expenses in respect of the said royalties, covenants, and conditions, or any of them respectively: PROVIDED ALWAYS that nothing herein contained shall be construed or operate so as

Proviso that vendor be no t released from

(*m*) The benefit of these covenants as choses in action can be assigned by the licensor both at law and in equity. See now the Judicature Act, 1873 (36 & 37 Vict. c. 66), s. 25, sub-s. 6.

(*n*) Or, "from henceforth," as arranged.

his obligations under the licence.

to absolve the vendor as against the licensor or his assigns from any of his obligations under the said licence.

In witness, &c.

The Schedule.

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28. DEED *of* Partition *of a* Patent.

THIS INDENTURE, made, &c., Between A. B., of, &c., of the first part, C. D., of, &c., of the second part, and E. F., of, &c., of the third part [*Recite grant of patent to the parties jointly*]: And whereas the said parties have agreed to make such partition of their rights under the said letters patent as hereinafter expressed: And whereas it has also been agreed that for equality of partition the said A. B. shall pay to the said E. F. the sum of £——, and the said C. D. shall pay to the said E. F. the sum of £——. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration of the sum of £—— this day paid by the said A. B. to the said E. F., and of the sum of £—— this day paid by the said C. D. to the said E. F. (the receipt of which sums of £—— and £—— respectively the said E. F. doth hereby acknowledge), and also in consideration of the premises, every two of them the said A. B., C. D., and E. F. as beneficial owners respectively, according to the terms of the said letters patent, do and each of them doth hereby assign and release unto the third of them, all those the said invention and letters patent, and the sole and exclusive benefit thereof, and of every extension thereof, and all rights, powers, emoluments, and advantages whatsoever, under or in respect of the said letters patent for the districts or places mentioned opposite the name of such third person in the Schedule hereto, but not for any other district or place, to hold, use, exercise, and enjoy the said premises unto and by such third person aforesaid and his assigns absolutely. AND IT IS HEREBY AGREED AND DECLARED that the amounts of the respective fees for the renewal of the said letters patent, and any other letters patent for the time being subject hereto respectively, shall be borne by and between the said parties in the following proportions, namely, as to the said A. B. ——ths, as to the said

Recitals.

Grant of patent to all jointly.

Agreement for partition.

Sums to be paid for equality.

Testatum.

Release by every two to the third one of the rights over the district allotted to him.

Mutual covenants.

Fees borne in certain proportions.

C. D. ——ths, and as to the said E. F. ——ths, and that any moneys paid in this respect, &c. [*as in Assignment* 21, *ante*, p. 1072, *using the term* "any party" *instead of* "owner," *and* "parties" *instead of* "owners"]: AND ALSO that each party shall from time to time after making any improvement in, &c. [*mutual covenant as to improvements, &c., as in Assignment* 21, *ante*, p. 1073, *using the term* "party" *for* "owner," *but providing that the letters patent or rights shall be* "held by the parties respectively for the same districts or places and otherwise, subject to the like terms, &c." (*o*)]. AND IT IS HEREBY ALSO AGREED AND DECLARED that the said letters patent respectively shall be in the joint custody of the said parties, or in the custody of such person or persons as they shall from time to time jointly appoint for the benefit of the said parties respectively: AND ALSO that except where in any case the context requires a different interpretation the expression "the said A. B." or "the said C. D." or "the said E. F." or other expressions referring to any party hereto, whenever used herein, shall extend and be construed also to apply as far as possible to the assigns of the person so designated.

Improvements, &c.

The patent to be in joint custody of all.

Transmission clause.

IN WITNESS, &c. (*p*).

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29. LICENCE (*non-exclusive*) *to use a* NEW INVENTION, *in consideration of a Gross Sum, by Deed-poll, to cease on the Death of the Licensee, or on Alienation, &c.* (*q*).

TO ALL TO WHOM THESE PRESENTS SHALL COME (*r*), [*patentee*], of, &c., sends greeting: WHEREAS his

Recital of patent;

(*o*) A covenant as to any extension of the patent is omitted, as no party is a vendor, so that any other party could call upon him to covenant in this respect, and also because the benefits of an extension may vary according to the district. The question is therefore left to future arrangement.

(*p*) The assignment should be executed as a deed, and be registered.

(*q*) A licence to use a patent should be granted by deed-poll only in cases where the consideration is a gross sum, and the transaction is of a very simple character; generally it will be necessary that the grant should be by indenture fully stating the terms and conditions of the grant, and securing the observance and performance of such terms and conditions by the covenants of the respective parties.

Form of licence.

(*r*) All licences to use a patent ought to be under seal, since the form of

present Majesty, by a patent, dated the —— day of ——, and numbered ——, granted unto the said [*patentee*] the sole and exclusive licence, power, privilege, and authority, of making, using, and vending a certain machine [*describe invention*] for the term of fourteen years from the date thereof: And

of agreement for licence.

whereas the said [*patentee*] has agreed to permit [*licensee*], of the city of ——, to make, sell, and dispose of the same upon the terms and conditions, and in the manner hereinafter mentioned.

Testatum.

Licence.

NOW THESE PRESENTS WITNESS, that, in consideration of the sum of £——, now paid by the said [*licensee*] to the said [*patentee*], the receipt whereof the said [*patentee*] hereby acknowledges, the said [*patentee*] hereby grants unto the said [*licensee*] full and free liberty, licence, power, privilege, authority, and permission, to make, use, exercise, sell, and dispose of [*invention*], in the said patent mentioned, for the term of —— years from the date thereof: Provided always, and these presents are upon this express condition, that, if the said [*licensee*] shall die during the said term, or shall at any time hereafter assign or make over the licence hereby given, or the benefit thereof, or of any part thereof, to any person or persons whomsoever, or the same shall by any other means become vested in any other person or persons, without the consent in writing of the said [*patentee*], his executors or administrators, these presents and every thing herein contained shall cease and be utterly void: Provided also that nothing herein contained shall operate as a warranty of the validity of the said patent (*s*).

Proviso for cesser on licensee's death, &c.

In witness, &c.

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grant prohibits infringement without the licence of the patentee "in writing under his hand and seal." But the concluding words of the grant allow the granting of licences in such manner as they may by law be granted, and where an agreement to grant a licence is proved, it will be acted upon, and neither party will be excused on the ground that it is not under seal. (See *Postcard Automatic Supply Co.* v. *Samuel* (1889), 6 R. P. C. 560.)

(*s*) Covenants for title, &c. should be expressly inserted if so desired. The words "as beneficial owner" would probably imply no covenant in a mere licence.

30. LICENCE (*non-exclusive*) *at Royalties only*—[*Where open contract*] (*t*).

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN A. B., of, &c. (hereinafter called "the licensor"), of the one part, and C. D., of, &c. (hereinafter called "the licensee"), of the other part: WHEREAS by letters patent under the Great Seal of the United Kingdom, dated, &c., and numbered ——, the sole and exclusive licence and authority of making, using, exercising, and vending in the United Kingdom, the Channel Islands, and Isle of Man, an invention for, &c. [*name of invention*], were granted to the licensor, his executors, administrators, and assigns, for the term of fourteen years from the——day of——19—, ["subject to the licensor filing a complete specification of the said invention or otherwise as therein provided:" or, if complete specification already filed, "subject to a condition for making void the same if the specification filed by the licensor was not a complete one, and otherwise as therein provided."] [*Recite devolution (if any) of title* (*u*)]: AND WHEREAS the licensor has agreed to grant the licensee a licence to use the said invention [so far as relates to the manufacture of ——] within the town or district of —— in the county of —— as hereinafter defined, upon the terms hereinafter appearing. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement, and in consideration of the royalties hereinafter reserved, and the covenants on the part of the licensee hereinafter contained, the licensor doth hereby grant unto the licensee [and his assigns (*x*)] full liberty, licence, power, and

Recitals.

Grant of patent.

Devolution of title.

Agreement to licence.

Grant.

(*t*) The only terms of the contract are to be supposed to be as to the amount of royalties payable half-yearly, the locality, and the duration of the licence.

(*u*) *E. g.*, "and whereas the licensor is entitled under an assignment, dated, &c., and made between, &c., to the said invention and letters patent, and the exclusive benefit thereof respectively."

For these two recitals there may be substituted one recital only, namely, that the licensor is entitled absolutely to the letters patent mentioned in the schedule.

(*x*) If the contract does not extend to the assigns, omit the words in brackets.

authority, within the district being —— miles in radius from the front of the town hall of the town of —— in the county of ——, to make, use, exercise, and vend the said invention [so far as the same shall be applicable to the manufacture of ——]: To HAVE, HOLD, exercise, and enjoy the said licence and premises unto and by the licensee [and his assigns (*x*)] for and during all the residue now to come and unexpired of the said term of fourteen years, and during any further term for which the said letters patent may be prolonged [(*y*), YIELDING AND PAYING unto the licensor half-yearly on every —— day of —— and —— day of —— for every —— manufactured by the licensee [or his assigns] hereunder in the half-years then ending respectively the royalty of ——]: AND THE LICENSEE doth hereby covenant with the licensor and his assigns that he the licensee [or his assigns] will during the term hereby granted pay to the licensor or his assigns (*z*) half-yearly on every —— day of —— and —— day of —— for every —— manufactured by the licensee [or his assigns] hereunder in the half-years then ending respectively the royalty of ——: AND ALSO that he [or his assigns] will during the said term keep at his [or their] usual place [or places] of business all proper books of account, and make true and complete entries therein at the earliest opportunities of all particulars necessary or convenient for the purposes hereof of all transactions relating to the manufacture [or sale (*a*)] of —— manufactured by him [or his assigns] hereunder, and produce the said books to the licensor or his assigns, or his or their agent or agents, at all reasonable times for inspection and the taking copies or extracts therefrom, and will at his [or their] own expense obtain and give to him or them all such information as to any item or matter contained or which ought to be contained therein as shall be reasonably required: AND ALSO that he [or his assigns] will at the end of each half-year aforesaid deliver or send to the licensor or his assigns a statement in writing of the particulars of the manufacture in such half-year of the said articles

Reddendum.

Covenants.

To pay royalties.

To keep account books, &c.

Production and inspection of books.

Delivery of accounts.

(*x*) See note (*x*), previous page.

(*y*) The insertion of the reddendum clause is not essential, provided there is an express covenant to pay the royalties or other sums reserved.

(*z*) If the reddendum is inserted this covenant need only be—

"to pay to the licensor or his assigns the said royalties at the respective times aforesaid."

(*a*) Entries of the sales will serve as a check to those of the manufacture.

and the amount of royalties payable in respect thereof as aforesaid.

In witness, &c. (*b*).

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31. LICENCE (*non-exclusive*) *at Royalties only* [*Where full contract*].

THIS INDENTURE, made, &c., Between A. B., of, &c. (hereinafter called "the licensor"), of the one part, and C. D., of, &c., of the other part [*Recite as in last Precedent*]. NOW THIS INDENTURE WITNESSETH that in pursuance, &c. [*Continue to the end of the Habendum in last Precedent, and take in the Reddendum if thought fit*]: And the licensor doth hereby covenant with the licensee [and his assigns] that notwithstanding anything by him the licensor done, omitted, or knowingly suffered, the said letters patent are now valid and subsisting, and not void or voidable, and that notwithstanding as aforesaid he the licensor now hath power to grant the premises in manner aforesaid: And the licensee doth hereby covenant, &c. [*Covenants to pay royalties, keep, &c. accounts and allow inspection, &c., as in last Precedent, adding as follows*]: And will if and when required by the licensor or his assigns, but at the expense of the licensee [or his assigns], verify or procure some fitting person in his [or their] employ to verify the said statement or any part or parts thereof by statutory declaration: And also will place on some conspicuous part of every article manufactured by him [or his assigns] as aforesaid as soon as the same shall be completed a metal plate [*or* "label" *or, &c.*] furnished by the licensor or his assigns as and when required by the licensee [or his assigns], bearing some number showing the order of manufacture, and also having an inscription or mark of the kind shown in the margin hereof, or such other inscription or mark as the licensor or his assigns may think fit to adopt, and will not retain or sell or part with the possession of any such article without the said plate [*or* "label" *or, &c.*] being placed thereon as aforesaid: And also will on each half-yearly day aforesaid, or within twenty-one days thereafter, pay to the licensor or his assigns for the said plates [*or*

Recitals.
1st Testatum.
Grant.
Covenants.
Validity of patent and right to grant.
Covenants by licensee.
To pay royalties.
To keep and deliver accounts and allow inspection of books.
To verify statements of account.
To use the patent mark on articles.

(*b*) The licence should be registered: sect. 28 of the Act of 1907.

"labels" *or, &c.*] so furnished in the half-year then ended as aforesaid at the rate of —— shillings per dozen including the cost of carriage and delivery thereof: AND ALSO that [neither] the licensee [nor his assigns] will [not] during the continuance of this licence, without the written consent of the licensor or his assigns, manufacture any article aforesaid without the application of the said invention as described in the specification thereof for the time being in force at the Patent Office, [and in case he [or his assigns] shall do so without such consent will pay to the licensor or his assigns such sum or sums by way of royalty to the amount or respective amounts and otherwise as aforesaid in respect of any article or articles manufactured by him [or them] contrary to this covenant as if the same had been manufactured in accordance therewith]: AND ALSO that the licensor or his assigns or his or their agents shall be at liberty at all reasonable times during the continuance of this licence to enter any place of the licensee [or his assigns] where the manufacture or sale of the said articles shall be carried on, in order to ascertain the state or extent of such manufacture or sale, and that all covenants by the licensee herein contained have been or are being duly performed or observed: AND ALSO that [neither] the licensee [nor his assigns] will [not], without the written consent of the licensor or his assigns first had and obtained, assign, or mortgage, charge, or grant sub-licences in respect of, or otherwise deal or part with the possession or control of this licence, or attempt so to do, [but such consent shall not be arbitrarily withheld]: AND ALSO that [neither] the licensee [nor his assigns] will [not] during the continuance of this licence, nor at any time after the determination thereof, dispute or object to the validity of the said letters patent, or the novelty or utility of the said invention: AND ALSO that the licensee [or his assigns] will use his [or their] best endeavours to detect every suspected infringement of the said letters patent within the said district, and will give the licensor or his assigns written notice thereof as soon as the licensee [or his assigns] shall have suspected and also (if the case) ascertained the same, and will, at the expense of the licensor or his assigns as to actual disbursements (if any) made or liabilities (if any) incurred thereby, assist him or them in any proceedings undertaken by him or them in respect thereof as shall be reasonably required: AND IT IS HEREBY DECLARED that the licensor or his assigns shall be at liberty at any time after

To manufacture only according to the specification.

Licensor may inspect factory.

No assignment, charge, &c. of the licence or grant of sub-licences.

Not to dispute validity of patent.

To detect infringements and assist licensor in proceedings.

Power for licensor to

the —— day of ——, 19—, to serve the licensee [or his assigns] with a written notice to revoke this licence, which accordingly shall stand and be revoked at the expiration of —— weeks from the date of such service, but without prejudice to the payment of any royalties or other sums due hereunder up to the time of revocation: AND EACH of them the said parties thereto doth hereby covenant with the other of them that he [or his assigns] will at the earliest opportunity either at his [or their] own place [or respective places] of business, or by post (if suitable), or otherwise, as shall be reasonably required during the continuance of this licence, communicate and explain to the other of them [or his assigns], free of charge except as to expenses out of pocket incurred thereby, any improvement in or addition to the said invention or mode of applying the same, or any discovery useful for the manufacture of the said articles that he [or they] may invent, ascertain, or make, or otherwise be enabled to communicate, and that every such improvement, addition, or discovery (whether the same shall be or become patented or not), shall, during the continuance of this licence, be for the use of both parties hereto [or their respective assigns], and if made, invented, or ascertained by the licensor [or his assigns], shall for the purposes hereof be deemed part of the said invention.

revoke on notice.

Mutual covenant as to improvements.

IN WITNESS, &c. (*c*).

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32. LICENCE (*exclusive*) *at* RENT *and* ROYALTIES.

THIS INDENTURE, made, &c., BETWEEN A. B., of, &c., of the one part, and C. D., of, &c., of the other part [*recite as in Precedent* 30, *ante, but use the expression* "sole and exclusive licence"]. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement, and in consideration of the royalties and rent hereinafter reserved, and the obligations of the licensee hereinafter contained, the licensor doth hereby grant unto the licensee [and his assigns] the full, sole, and exclusive liberty, right, licence, power, and authority, within the town of ——, in the county of ——, to a radius of —— miles from the front of the town hall thereof, to use, exercise, and vend the said invention: TO HAVE, HOLD, exercise, and enjoy the said premises

Recitals.

Grant.

(*c*) The licence should be registered. (See sect. 28 of the Act of 1907.)

unto and by the licensee and his assigns, for and during the residue now to come and unexpired of the said term of fourteen years, and during any further term for which the said letters patent may be prolonged [YIELDING AND PAYING, &c. (*d*)]: AND THE LICENSOR doth hereby covenant, &c. [*Qualified covenants as to validity of patent and power to grant, as in last precedent*]: AND THE LICENSEE doth hereby covenant with the licensor, &c. [*Covenant for payment of royalties as in Precedent* 30, *but importing* "assigns" *and continuing as follows*]: AND ALSO such further sum (if any) as together with the said royalties shall amount to the sum of £—— (hereinafter called "the rent") [that is to say, a sum equal to the amount of royalties on —— of the said articles (*e*)]: PROVIDED ALWAYS that if the rent for any half-year shall exceed the total amount of royalties due therefor, the licensee or his assigns shall be entitled, for any one or more succeeding half-years (so far as necessary for the purpose) for which respectively the total amount of royalties due shall exceed the rent, to a remission of so much of the latter excess as will make up to him or them the excess of payment made in the half-year for which the rent shall have exceeded the royalties due therefor as aforesaid: AND THE LICENSEE doth hereby also covenant with the licensor, &c. [*Covenants as to keeping, furnishing, and verifying accounts, and allowing inspection of books, the use of the patent mark, manufacture only according to the specification, and liberty to inspect the factory, as in last precedent*]: AND ALSO that neither the licensee nor his assigns will, without the written consent of the licensor or his assigns first had and obtained, assign, or mortgage, charge, [grant sub-licences in respect of (*f*)] or otherwise deal or part with the possession or control of this licence, or attempt so to do [except by way of sub-licensing as next hereinafter provided], but such consent shall not be arbitrarily withheld: [PROVIDED ALWAYS that it shall be lawful for the licensee and his assigns to grant sub-licences hereunder, which shall respectively

Reddendum.

Covenants as to validity of patent and power to grant.

Licensee's covenants.

To pay royalties,

and rent.

Average clause.

Accounts.

Use of patent mark.

Manufacture according to specification.

Liberty to inspect factory.

No assignment, &c. without consent.

Proviso giving power to grant sub-licences,

(*d*) As to the insertion of the reddendum, see *ante*, p. 1096, n. (*y*).

(*e*) The matter in brackets is objectionable on the ground that some discrepancy might, by the mention of the wrong number of articles, arise between it and the statement as to the amount of royalty. Its insertion, on the other hand, is no doubt convenient.

(*f*) Omit this reference to sub-licensing if the next later matter in brackets is to be inserted.

be according to the terms (amongst others) mentioned in the schedule hereto: PROVIDED ALSO, that the licensee or his assigns shall, immediately after the grant by him or them of any sub-licence, give the licensor or his assigns written notice thereof, stating the date thereof, the name and address of the sub-licensee, the nature of the privileges thereby granted, the amount and times for payment of the royalties reserved thereunder, the length of the term comprised therein, and the locality in which the same is to be enjoyed, and also showing that the sub-licence contains the terms hereinbefore provided in this behalf]: AND THE LICENSEE doth hereby also covenant with the licensor that neither he, the licensee, nor his assigns will during the continuance of this licence, &c. [*Covenants as to not disputing the validity of the patent and to detect infringements and assist licensor, as in last precedent, saying "undertaken (unrequested by the licensee or his assigns)"*]: AND THE LICENSOR doth hereby covenant with the licensee that he the licensor or his assigns will, during the continuance of this licence, pay all fees necessary for the renewal of the said letters patent —— days at least before the latest times appointed for the payment thereof respectively, and, when required by the licensee or his assigns, produce the certificate to him or them of any payment thereof, or permit the licensee or his assigns to pay any one or more of such fees, and to deduct the amount of the same if and when so paid by him or them from the amount of royalties or other sums for the time being due hereunder, and also generally perform or observe the conditions of the said letters patent: AND ALSO that the licensor or his assigns will, at all times during the continuance of this licence, at his or their own cost, defend every proceeding for the revocation of the said letters patent, and at all times aforesaid, at the request and cost of the licensee or his assigns, commence and prosecute all legal or other proceedings in respect of any infringement or suspected infringement of the said letters patent committed within the said district, or permit the licensee or his assigns at the like cost so to do in the name of the licensor or his assigns: AND THAT neither the licensor nor his assigns will at any time during the continuance of this licence amend the specification for the time being in force at the Patent Office of the said invention without the written consent of the licensee or his assigns, but such consent shall not be arbitrarily withheld: AND THAT he, the

but notice and particulars to be given.

Not to dispute validity of patent and to detect infringements and assist licensor in proceedings.

Licensor's further covenants.

To pay fees and observe conditions of patent.

To defend proceedings for revocation and at cost of licensee to take proceedings for infringement or permit him, &c.

Not to amend specification.

That no other licences

within district are subsisting.

Not to use, &c. invention in district.

Mutual covenant as to improvements, &c.

Proviso for revocation by licensor on default in payment or breaches, &c.

licensor, hath not heretofore granted any licence for use of the said invention within the said district: AND THAT neither the licensor nor his assigns will, during the subsistence of this licence, use the said invention or grant licences in respect thereof or authorise any person whomsoever to use the said invention within the said district: AND EACH of them, the said parties hereto, doth hereby covenant with the other of them that, &c. [*Mutual covenant as to improvements, &c., as in last precedent*]: PROVIDED ALWAYS that if any royalties or other sums payable hereunder by the licensee or his assigns or any part thereof respectively shall for any half-year aforesaid be not paid within twenty-one days from the expiration thereof (whether demanded or not), or if the licensee or his assigns shall make default in any other obligation by him herein contained, and (in the case of a breach capable of being made good) shall, for the space of —— days after he shall have been served with a notice in writing by the licensor or his assigns to make good the said breach, neglect or omit so to do, or if the licensee or his assigns shall become bankrupt or commit any act of bankruptcy, whether available for adjudication or not, then the licensor or his assigns, at any time thereafter, and notwithstanding any merely implied waiver by him or them of his or their right so to do, may, by serving the licensee or his assigns or his or their trustees in bankruptcy (if any) with a notice in writing for this purpose, forthwith revoke this licence, without prejudice, however, to the recovery by the licensor or his assigns of any moneys then already due, or to any right of action by or on behalf of either party or his assigns for past breaches accrued hereunder: PROVIDED ALSO that if the said letters patent shall from any cause become wholly, or as to some material part of the said invention, void and incapable of being restored (notwithstanding that any judgment in revocation of the said letters patent to the extent aforesaid shall or shall not be appealed against), the licensee or his assigns may at any time thereafter, by notice in writing served on the licensor or his assigns, determine this licence forthwith, without prejudice, however, to the recovery by the licensor or his assigns of any royalties or other sums then already due to the licensor or his assigns hereunder, or to any right of action then already accrued to either party or his assigns hereunder: AND THE LICENSOR hereby acknowledges the right of the licensee and his assigns to the production of the said letters patent, and

Proviso for determination of licence if patent void.

Acknowledgment, &c. as

any other letters patent in prolongation thereof, and to the delivery and right to take copies of the same, and hereby undertakes for the safe custody thereof respectively. to the letters patent.

IN WITNESS, &c. (*g*).

THE SCHEDULE.

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33. LICENCE (*exclusive*) *at* RENT *and* ROYALTIES *to* MANUFACTURE *and* SELL CHEMICALS—FOREIGN CONCESSION *held by* LICENSOR *to get the* RAW MATERIAL—LICENSOR *to supply* LICENSEE *with the* MATERIAL *at* PRICES—ANALYSES *of* CARGOES *by* CHEMISTS—*No* RENT *payable when* SUPPLY *insufficient*.

THIS INDENTURE, made the —— day of, &c., BETWEEN A. B., of, &c. (hereinafter called "the licensor"), of the one part, and C. D., of, &c., of the other part: WHEREAS by letters patent, &c. [*Grant of patent, and devolution (if any) of title, ut ante*, p. 1095]: AND WHEREAS by an instrument in writing, or *acte d'autorité*, dated, &c., under the seals of, &c. (hereinafter called "the said concession"), the licensor has obtained from the Government of —— the sole and free right and liberty to search, dig for, obtain, and take away in and from the Island of ——, in, &c. [*name of raw material*], subject to such royalties or duties as therein mentioned, for the term of 7 years from the —— day of ——, determinable and renewable as therein provided: AND WHEREAS the said [*raw material*] is the principal ingredient for the manufacture of, &c. [*the patent material*], and usually contains a considerable proportion of —— acid: AND WHEREAS the said C. D. (hereinafter called "the licensee") is established at —— aforesaid as a manufacturer of chemicals of various kinds: AND WHEREAS the licensor has agreed to grant the licensee a sole and exclusive licence to manufacture chemicals according to the said invention within the counties of, &c., &c., upon the terms hereinafter appearing, and to supply him with the [*raw material*] in certain minimum quantities from time to time upon the terms hereinafter expressed: AND WHEREAS, in view of the grant of

Recitals.

Grant of patent and devolution of title.

Foreign concession to obtain raw material,

for manufacturing the patent chemicals.

Licensee established in business.

Agreement to grant exclusive licence.

1*st Testatum.*

Grant of exclusive

(*g*) The licence should be registered.

licence for district.

this licence, the licensee hath already purchased from the licensor a considerable quantity of the said [*raw material*]. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration of the royalties and rent hereinafter reserved, and the covenants and agreements on the part of the licensee hereinafter contained, the licensor doth hereby grant unto the licensee and his assigns the full, sole, and exclusive liberty, right, licence, power, and authority, within the said counties of, &c., &c. (hereinafter called "the said district"), to manufacture chemicals according to the said invention, and also to sell the chemicals so manufactured: To HAVE, HOLD, exercise, and enjoy the said licence and premises unto and by the licensee and his assigns, for and during all the residue now to come and unexpired of the said term of fourteen years granted by the said letters patent, and during any further term for which the said letters patent may be prolonged: AND THE LICENSOR doth hereby covenant with the licensee, &c. [*Covenants as to validity of patent and right to grant as in Precedent* 31, *ante*]: AND THIS INDENTURE ALSO WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration of the premises, it is agreed and declared as follows (*h*):—

Covenants as to validity of patent and right to grant.

2nd Testatum.

Covenants.

Royalties up to a minimum on chemicals manufactured.

1. The licensee shall, during the continuance of this licence, pay to the licensor half-yearly on every —— day of —— and —— day of ——, royalties at the rate of —— shillings per pound on all chemicals manufactured by the licensee hereunder in the half-years then ending respectively, and also such further sum (if any) as, together with the said royalties, shall amount to the sum of £—— (hereinafter called "the rent") [that is to say, a sum equal to the amount of royalties on —— lbs. of the said chemicals].

Average clause.

2. PROVIDED ALWAYS, that if the rent for any half-year shall exceed the total amount of royalties due therefor, the licensee shall be entitled for any one or more succeeding half-year (so far as necessary for the purpose) for which respectively the total amount of royalties due shall exceed the rent, to a remission of so much of

(*h*) The system of clauses is adopted in this and the following precedents of licences, as being most suitable to what may be called the informal part of the deed, as distinguished from that part of it which contains the actual licence and the covenants for title.

the latter excess as will make up to him the excess of payment made in the half-year for which the rent shall have exceeded the royalties due therefor as aforesaid.

Proviso as to non-payment of rent for any half-year if insufficient supply of material.

3. PROVIDED ALSO, that in the event of the said concession becoming determined, or the supply of material from the said Island of —— within the limits aforesaid becoming exhausted, or any other event whereby the licensor shall be in any one half-year become unable to and in fact not supply to the licensee the said material to the amount of —— tons at least as hereinafter provided, the rent shall not become payable for such half-year, but this proviso shall not affect the obligation of the licensee to pay royalties on the amount of chemicals in the same period actually manufactured by him subject to the operation of Clause 2 hereof (*i*).

Licensor to supply licensee half-yearly with minimum weight of raw material at fixed prices according to percentage of —— acid.

4. The licensor shall, for every half-year during the continuance of this licence (the first whereof, however, commencing on the —— day of —— (*k*)), supply to the licensee, and the licensee shall purchase from him —— tons of the said material containing —— per cent. at least of —— acid, and at the option of the licensee, a further amount not exceeding —— tons of the said material containing the like minimum percentage of —— acid, and the licensee shall pay for the different kinds of such material the following prices, namely, for such quantity thereof as after analysis shall be found to contain not less than —— per cent. of —— acid, the price of £—— per ton, and for such quantity thereof as shall be found as aforesaid to contain —— per cent. and not less than —— per cent. of —— acid, a price per ton in the same proportion to the said sum of £—— as such lesser percentage of —— acid shall bear to the —— percentage, and all quantities of the said material so purchased, if coming from the said Island or elsewhere abroad, shall be delivered to the licensee free ex ship in the River Thames, or other place of arrival from abroad, and the said prices shall be payable at the end of the respective half-years in which the same shall be purchased.

Analysis of material by chemists.

5. Any difference at any time between the parties as to the per-

(*i*) The licensee may, by *Clause* 6, obtain material elsewhere, if and while he is insufficiently supplied by the licensor.

(*k*) This might conveniently be six calendar months after date, the licensee being already supplied with material.

centage of —— acid in the different quantities of material so to be purchased shall be referred to the arbitration of some competent and well-known chemist in Great Britain, or of two such chemists, one to be appointed by each party hereto, and Clause 23 hereof shall, with the necessary modifications, be applicable to any such reference.

Licensee not to sell, &c. material except in form of chemicals or purchase other material elsewhere unless licensor fail to supply him.

6. The licensee shall not during the continuance of this licence, without the written consent of the licensor, sell or otherwise dispose of any such material supplied by or through the licensor, except in the form of chemicals manufactured according to the specification of the said invention, nor (so long as the licensor shall be able and willing to supply him therewith), purchase or acquire from any other person or persons any material aforesaid or other like material.

Books and accounts kept, inspection, &c. and accounts delivered, &c.

7. The licensee shall keep at his usual place of business all proper books of account, and make true and complete entries therein at the earliest opportunities, of all particulars necessary or convenient for any of the purposes hereof, of all transactions relating to the manufacture by him of chemicals under this licence, and of the like chemicals sold by him hereunder, and shall produce the said books to the licensor, &c. [*Production and inspection of books, and delivery of accounts as in Precedent* 30, *omitting reference to* "*assigns*"]. And will, if and when required by the licensor, but at the expense, &c. [*Verification of statement as in Precedent* 31, *ante*].

Use of patent mark.

8. The licensee shall affix on every box, packet, bottle, jar, or other receptacle of or containing the said chemicals, as and when manufactured by him, a label or plate bearing the proper patent mark and designation of the said invention, which shall be furnished by the licensor (*l*) as and when required by the licensee, and shall not sell or part with the possession of any chemicals aforesaid, or the receptacle containing them, without such mark and designation being so affixed, and shall on each half-yearly day aforesaid pay to the licensor for the said labels and plates so furnished in the half-year then ended as aforesaid at the rate of —— shillings per gross of labels, and —— shillings per dozen of plates aforesaid.

(*l*) Or refer to the patent mark, &c. as being "of the kind designated in the margin hereof."

9. The licensee shall not during the continuance hereof, without the written consent of the licensor, manufacture any chemicals aforesaid (from whatever source supplied to him) without the application of the said invention as described in the accepted specification thereof for the time being in force at the Patent Office. And in case he shall do so without such consent shall but without prejudice, &c. [*As in Sp. Cl.* 30, *post, p.* 1158, *using the term "chemicals" instead of "articles"*]. To manufacture according to specification.

* * * * *

[*For Clause* 10, *as to inspection of factory, use Precedent* 31; *for Clause* 11, *as to non-assignment, &c., with the proviso giving power to sub-license, and the proviso as to notice, &c., use last Precedent; for Clauses* 12 *and* 13, *as to not disputing the validity of the patent, and detecting infringements and assisting licensor, &c., use Precedent* 31 [*but, as to "assistance," with the qualification as in Precedent* 32]; *and for Clauses* 14—18, *as to payment of fees and observance of conditions of patent, defence in proceedings for revocation and taking, &c. proceedings for infringements, non-amendment of specification, no other licences subsisting, and non-user, &c. of invention within district, use the last precedent.*] Clauses 10—18.

* * * * *

19. Each of the parties hereto shall, during the continuance of this licence, at the earliest opportunity, either at his own place of business, or by post (if suitable), or otherwise as shall be reasonably required, communicate, and explain, &c. [*Mutual covenant as to improvements, &c., as ante, p.* 1099]. Each party to have benefit of improvements made by the other.

20. If any royalties or other sums payable hereunder by the licensee, or any part thereof respectively, shall remain unpaid for twenty-one days after the time hereinbefore appointed for payment thereof (whether demanded or not), or if the licensee shall, &c. [*Use last precedent*]. Power of revocation on breach of covenants or bankruptcy of licensee.

21. If the said letters patent shall from any cause become wholly or as to some material part of the said invention void, and incapable of being restored (notwithstanding that any judgment in revocation of the said letters patent to the extent aforesaid shall or shall not be appealed against) (*m*), or if the licensor shall in Power of licensee to determine licence if patent become void or breaches by licensor.

(*m*) If a provision be inserted that during any proceedings for revocation, or pending any appeal from the judgment thereon the payment of

any half-year make default in supplying the licensee with the full minimum quantity of —— tons of the said material as aforesaid, the licensee may by notice in writing served on the licensor, to operate at once in the former event, and at the expiration of two calendar months from the end of such half-year in the latter event, determine this licence, but such determination shall be without prejudice to the recovery by either party of any moneys then already due or right of action accrued hereunder.

Acknowledgment, &c. as to the letters patent.

22. The licensor hereby acknowledges the right of the licensee to production, &c. [*As in last precedent, but omitting reference to "assigns"*].

Arbitration clause.

23. If any difference shall arise between the parties hereto other than the difference referred to in Clause 5 hereof, in respect of the construction hereof, or their respective rights, duties, or liabilities hereunder, the same shall be referred to the award and determination of two arbitrators, to be chosen one by each party hereto, and in case the said arbitrators disagree or fail to make an award within —— months after entering on the reference, or after having been called on to act, by notice in writing from any party to the submission, then to the award, umpirage, and determination of such person as the said arbitrators shall appoint as umpire.

Transmission clause.

24. Except where in any case the context requires a different interpretation, the expression "the licensor" or "the licensee," or any other expression designating the same person, wheresoever used herein, shall extend and be construed to apply also as far as possible to the assigns of the person so designated.

In witness, &c. (*n*).

The Schedule.

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royalties shall be suspended or made to trustees (see *Sp. Cl.* 18 and 19, *post*, p. 1154), the above matter in brackets should be omitted.

(*n*) The licence should be registered: sect. 28 of Act of 1907.

34. LICENCE (*exclusive*) *to* SELL *the* PATENT ARTICLES—LICENSOR *both* FRENCH *and* BRITISH PATENTEE—LICENSOR *from* FRENCH FACTORY *or his* BRITISH MANUFACTURING LICENSEES *to supply* ARTICLES MONTHLY *at* PRICES.

THIS INDENTURE, made, &c., BETWEEN A. B., of, &c. (hereinafter called "the licensor"), of the one part, and C. D., of, &c. (hereinafter called "the licensee"), of the other part: WHEREAS the licensor is entitled to a *Brevet d'Invention,* dated, &c., and numbered, &c., granted to him for the sole and exclusive privilege of using and vending within the Republic of France a certain invention described as, &c., for the term of fifteen years from the —— day of ——: AND WHEREAS the licensee at his own expense in part pursuance of an agreement with the licensor obtained in the joint names of himself and the licensor letters patent, dated, &c., numbered, &c., for the use of the said invention within the United Kingdom and the Isle of Man for the term of fourteen years: AND WHEREAS by an indenture dated, &c., and made between the licensee, of the one part, and the licensor, of the other part, the licensee in further pursuance of the same agreement, and in consideration of the covenant by the licensor therein contained to grant the licence hereinafter contained, duly released and assigned to the licensor all his interest in the said letters patent: AND WHEREAS the licensor is established at ——, in the department of —— aforesaid, in the business of manufacturing articles according to the said invention: AND WHEREAS in further pursuance of the same agreement the licensee hath purchased from the licensor 500 of the said articles at the price of £——. NOW THIS INDENTURE WITNESSETH that in pursuance of the said covenant in this behalf, and in consideration of the premises, and also of the obligations on the part of the licensee hereinafter contained, the licensor doth hereby grant unto the licensee and his assigns the full, sole, and exclusive liberty, right, licence, power, and authority, within the United Kingdom and Isle of Man, to sell [*articles*] manufactured according to the specification of the said invention, or of any improvement thereof, which shall be supplied to the licensee or his assigns by the licensor or his assigns or otherwise as hereinafter mentioned: TO HAVE, HOLD, exercise, and enjoy the said licence and premises unto and

Recitals.
French patent.
British patent taken out in joint names,
and then vested in licensor subject to covenant to grant this licence.
Licensor established in France as manufacturer.
1st Testatum.
Grant of exclusive licence in the United Kingdom to sell the patent articles.

by the licensee and his assigns for and during all the residue now to come and unexpired of the said term of fourteen years granted by the said letters patent, and any further term for which the said letters patent may be prolonged: AND THE LICENSOR doth hereby covenant with the licensee, &c. [*Qualified covenants as to validity of patent and right to grant as in Precedent* 31, *ante*].

Qualified covenants as to validity and right to grant.

2nd Testatum.

AND THIS INDENTURE ALSO WITNESSETH that in pursuance of the said covenant in this behalf, and in consideration of the premises, it is agreed and declared as follows:—

Agreement and declaration.

Licensor to supply and licensee purchase minimum number of articles monthly at prices in schedule.

1. The licensor shall, at or shortly before the end of each calendar month during the continuance of this licence (the first whereof commencing on the —— day of —— next), supply to the licensee or his nominees, who shall accordingly purchase from him —— in number at least of each of the five classes of [*articles*] which can be manufactured according to the said invention or any improvement thereof at the prices respectively mentioned in the schedule hereto, according to the variations in price for the time being of [*raw material*] and the cotton or textile fabric out of which their covers are made, which shall be payable by drafts or bills of —— days after the delivery (as hereinafter defined) of the said articles respectively.

Licensor to supply further number if required at like prices—but time allowed for large orders.

2. The licensor shall at all times during the continuance of the licence supply the licensee or his nominees with any further number of the said articles than as aforesaid not exceeding altogether —— of any class or classes per calendar month, as and when required by the licensee or his nominees, at the respective prices, and with the like mode of payment as aforesaid: PROVIDED ALWAYS, that the licensee or (as the case may be) his nominee or nominees shall in every case under this clause allow the licensor or person or persons authorised by him to supply the same —— days at least for the execution of any order which shall be for more than —— articles altogether of any class or classes, and shall also allow an interval of —— days at least for the execution of two consecutive orders each of which may be for more than the same number of articles.

Licensor not to grant other licences to sell nor (except on condition of not supplying others than

3. The licensor shall not during the subsistence of this licence sell the said articles, nor grant any other licence to sell the same within the United Kingdom or Isle of Man, and shall not, unless subject to the condition (amongst others) that the licensee thereunder shall not sell or supply any such articles to any person or

persons, firm or company, within the United Kingdom or Isle of Man other than to the licensee or his nominees, grant any licence under the said letters patent to manufacture the said articles: PROVIDED, however, that the licensee (party hereto) shall, at the written request of the licensor, join in any such licence last aforesaid, in order to covenant with the licensee thereunder to pay to him, at the prices and by drafts or bills as aforesaid, for the articles which shall be supplied to him or his nominees by such licensee by way of satisfaction *pro tanto* of any covenant by the licensor in this behalf hereinbefore contained, and (if the licensor shall think fit) shall obtain a covenant by the licensee thereunder to supply him or his nominees with the said articles either to the full extent of the obligations of the licensor hereunder in this respect, or to any lesser extent.

this licensee) to manufacture within United Kingdom.

4. Notwithstanding anything herein to the contrary, the prices of all articles aforesaid which shall be supplied hereunder to the licensee or his assigns or his or their nominees shall be guaranteed by the licensee himself (*o*).

Licensee to guarantee prices of articles supplied to his assigns or nominees.

5. The delivery of any articles aforesaid to a railway company or other common carrier on the sale thereof to the licensee or his nominees shall be deemed a delivery to him or them thereof.

6. All articles supplied by the licensor or his licensees as aforesaid shall be of the best manufacture, and as delivered to the railway company or other common carrier as aforesaid in good and merchantable condition, or, if not, the licensee or his nominee or nominees (if any) to whom any of the same shall be supplied may, within six days from their receipt by him or them at his or their usual place of business in London, in due course of transit, return them to the licensor or the licensee or other person supplying the same, and the licensor or such licensee or person shall allow or pay to him or them all expenses (if any) incurred by him or them in respect of the carriage to and fro thereof.

Articles to be of good make, &c. or may be returned.

7. The licensee shall keep or cause to be kept undefaced the patent mark on every article supplied to him or his nominees hereunder, and so that the same shall not be sold or parted with while not bearing the patent mark.

Use of patent mark.

* * * * *

(*o*) This guarantee will enable the licensor to dispense with a covenant against assignment, &c.

Clauses 8—12.

[*For Clauses as to not disputing validity and detecting infringements* (*p*) *and assisting licensor, &c., use Precedent* 31 [*but, as to "assistance," with the qualification as in Precedent* 32]: *and for Clauses as to payment of fees and observance of conditions, defence in proceedings for revocation and taking, &c. proceedings for infringements* (*q*), *and no other licences "to sell" having been granted, use Precedent* 32] (*r*).

Determination by licensee if patent void or insufficient supply.

13. If the said letters patent shall from any cause become wholly or as to some material part of the said invention void, &c. [*Power to determine if patent void or insufficient supply "in any calendar month aforesaid of the full minimum quantity of —— articles as aforesaid," using Clause* 21 *of last precedent*].

Revocation of licence if payments in arrear or on bankruptcy, &c.

14. If for the space of —— days from the time of delivery (as hereinbefore defined) of any articles supplied to the licensee or his nominees hereunder, there shall not be sent or given to the licensor or other person or persons entitled thereto a draft or bill in payment of the prices therefor respectively as aforesaid, or if any such draft or bill shall be dishonoured, or if the licensee shall make default, &c., become bankrupt, &c., then the licensor at any time thereafter, &c. [*Use Precedent* 32, *ante*].

Remaining clauses.

[*For the remaining clauses as to the undertaking to produce the letters patent, &c., Arbitration Clause, and Transmission Clause, refer to last precedent.*]

In witness, &c. (*s*).

The Schedule.

(*p*) That is, as to infringements in manufacture or sale.

(*q*) This had better be limited to infringements with respect to the *sale* of the articles, and not the manufacture of them.

(*r*) A covenant against assignment, &c., or sub-licensing, is not inserted, as being too restrictive of the right of the licensee under *Clause* 3 to nominate persons to take goods direct from the licensor, &c., and would hamper him in the sales. A covenant by licensor not to sell or grant other licences appears in *Clause* 3.

(*s*) The licence should be registered.

35. LICENCE *to a* FIRM *to* MANUFACTURE *at* OWN WORKS *and* (*subject to* RESERVATION *to grant* LIMITED NUMBER *of* SELLING LICENCES) *to* SELL *the* PATENT ARTICLES WITHIN *a* DISTRICT—RENTS *and* ROYALTIES *on* SALES, *or at* OPTION *of* LICENSEES *both on* MANUFACTURES *and* SALES—DELIVERY *of* ARTICLES *to* SUB-LICENSEES *to be deemed* SALES.

THIS INDENTURE, made, &c., BETWEEN A. B., of, &c. (hereinafter called "the licensor"), of the one part, and C. D. and E. F., carrying on the business of, &c., at, &c., as co-partners under the firm of, &c. (hereinafter called "the licensees"), of the other part: WHEREAS by letters patent, &c. [*Grant, ut ante*, p. 1095]: AND WHEREAS the licensor hath agreed to grant the licensees a licence to use the said invention at their own works at R. aforesaid, and to sell the —— s manufactured by them thereby within the counties of, &c., subject to the reservations, and upon the terms hereinafter appearing: NOW THIS INDENTURE WITNESSETH that in consideration of the royalties and rent hereinafter reserved, and the covenants and agreements on the part of the licensees hereinafter contained, the licensor doth hereby grant unto the licensees and their assigns the full, sole, and exclusive liberty, right, licence, power, and authority to make, use, and exercise the said invention and manufacture —— s according thereto, at their works at R. aforesaid, but not elsewhere, and also to sell the —— so manufactured within the counties of, &c. (hereinafter called "the said district"): EXCEPTING AND RESERVING unto the licensor and his assigns the right within the said district (but not to the exclusion of the licensees or their assigns) to grant licences (*t*) to any persons, firms or companies respectively, *to sell* the said —— s, but so that not more than six in number of such licences shall be subsisting at the same time: TO HAVE, HOLD, exercise, and enjoy the said licence and premises unto and by the licensees and their assigns for and during all the residue, &c. [*As in last precedent*], but so long only as the licensees or either of them or their or his assigns shall, either alone or in co-partnership with any other person or persons, continue and carry on the business of, &c., at the said works at R., under the firm of, &c.: AND

Recitals.
Grant.
Agreement for licence.

(*t*) See *Clause* 18.

THE LICENSOR doth hereby covenant, &c. [*Qualified covenants as to validity of patent and right to grant as in Precedent* 31, *ante*]: AND THIS INDENTURE ALSO WITNESSETH that in consideration of the premises it is agreed and declared as follows:

The term "licensees" to include assigns as aforesaid.

1. The said term "the licensees" shall also be applicable herein as far as can be to the survivor of the said C. D. and E. F., or other the persons or person for the time being constituting the said firm carrying on the said business at R. (*u*).

Royalties half-yearly on articles sold.

2. The licensees shall, during the continuance of this licence, subject to the provisions of the next two clauses respectively, pay to the licensor half-yearly on every —— day of —— and —— day of —— for every —— manufactured by them hereunder, and in the half-years then ending respectively sold by them, the royalties mentioned in the first part of the schedule hereto, according to the size and description of the —— s so sold, and also such further sum (if any) as together with the said royalties shall amount to the sum of £—— (hereinafter called "the rent").

Average clause.

3. PROVIDED ALWAYS, that if the rent for any half-year shall exceed the royalties, &c. [*As in Clause* 2, *p.* 1104, *ante*].

Licensees may vary above royalties by paying both as to manufacture and sale.

4. The licensees may, at the end of each half-year, without giving any previous notice to the licensor of their intention so to do (but so as not thereby to reduce the rent), vary the amount of royalties in respect of any of the articles aforesaid not being less than —— in number then in their possession and unsold, by debiting themselves therefor in the accounts for such half-year with the royalties in this behalf mentioned in the second part of the schedule hereto, and so that at the end of any succeeding half-year in which the same articles shall be sold they shall debit themselves therefor in the accounts with the further royalties in this behalf also mentioned in the second part of the said schedule:

Proviso that articles unsold at end of licence be treated as sold and bear royalties accordingly less discount.

PROVIDED ALWAYS, that at the end or sooner termination of this licence all articles in the possession of the licensees not then already sold, whether actually manufactured or only in course of manufacture, shall bear the royalties which would respectively become payable by virtue of this clause or Clause 2 as if the same

(*u*) As to covenants binding assigns, see *Werdermann* v. *Société Générale d'Electricité*, 19 Ch. D. 246, as explained in *Bagot Pneumatic Tyre Co.* v. *Clipper Pneumatic Tyre Co.*, [1902] 1 Ch. 146.

had been actually sold, less, however, a discount of —— per cent. thereof.

5. All articles delivered or sent by the licensees to any of their sub-licensees according to the terms of their respective sub-licences shall for the purposes of this licence be considered as having been actually sold by the licensees at the respective times when the same shall have left their said works in the possession of or to be delivered to such sub-licensees respectively. And the licensees shall accordingly pay in respect of such articles the royalties provided by Clause 2, or (as the case may require) Clause 4, to be paid in respect of sales, less a discount of —— per cent. thereof.

Delivery of articles to sub-licensees to be deemed a sale.

6. The licensees shall keep at their works at R. aforesaid all proper books of account, &c. [*Use Precedent* 30, *with the addition from Precedent* 31, *as to verification of statements*].

Accounts kept, inspection allowed, &c.

* * * * *

[*For other clauses not inserted or provided for hereinafter, see Precedents* 30—33, *ante* (*v*).]

Clauses 7—17.

* * * * *

18. The licensor shall not within the said district during the continuance of this licence use the said invention, or any invention for the time being subject hereto, or grant licences in respect thereof, except that he may grant licences to sell but not to manufacture the said articles to such an extent only that there shall not be more than six in number of such licences subsisting at the same time, and that the respective licensees thereunder shall be *bonâ fide* purchasers from or through the licensor of the articles supplied to them respectively, and not his mere agents for the sale thereof respectively, whether on commission or otherwise.

Covenant by licensor as to non-user in district except as to grant of licences under reserved power.

* * * * *

(*v*) The ordinary covenants may be taken to be eleven in number, namely, covenants by the licensees to use the patent mark; to manufacture only according to the specification; to allow inspection of factory; not to assign, &c. (with provisoes granting power to sub-license, and requiring notice of sub-licences as in *Precedent* 32); not to dispute validity of patent; and to detect infringements and give notice thereof; and covenants by the licensor to pay fees and perform conditions of patent; to defend patent; to take proceedings for infringements or permit licensees, &c.; not to amend specification; and that there are no other subsisting licences within the district. See the qualification as to "assistance" in *Precedent* 32.

Remaining clauses.

[*For a mutual covenant as to improvements, &c., use Precedent* 31; *power of revocation* (*x*), *use Precedent* 32; *power of determination by licensees, use Precedent* 33 (*except as to default in supplying material*); *acknowledgment, &c., as to the letters patent, use Precedent* 32; *arbitration and transmission clauses, use Precedent* 33.]

In witness, &c. (*y*).

The Schedule.

First Part.

Second Part.

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36. LICENCE (*exclusive*) *for a* District *at a sum the balance whereof is payable in five years by half-yearly* Instalments—*If any instalment in arrear, final balance, or any part demanded, at once payable*—Payments to cease *if Patent void, but to revive if decision overruled*—Cesser of Payment *to be taken as* Damages —Assignment *for the District, when all Moneys paid* —Revocation *of the Licence if long Default in Payment or Bankruptcy—Licensee may determine on breach by Licensor.*

[Sale *on* Hire System.]

THIS INDENTURE, made, &c., Between A. B., of, &c., and C. D., of, &c. (hereinafter called "the licensors") of the one part, and E. F., of, &c. (hereinafter called "the licensee") of the other part: Whereas by letters patent, &c. [*Grant of patent to A. B., ut ante, p.* 1093]: And whereas by articles of partnership dated, &c., and made between the said A. B. of the one part and the said C. D. of the other part it was declared (amongst other things) that the said parties thereto should become partners for the term of —— years from the date thereof in the business of, &c., including the manufacture and sale of ——, which might

Recitals.
Grant of patent to A. B.
Articles of partnership between the licensors making the patent an asset of the firm.

(*x*) In the clause conferring this power on the licensor, use, with reference to the bankruptcy of the licensees, the expression "the licensees or any member or members of the said firm for the time being."

(*y*) The licence should be registered.

be manufactured according to the said invention: And that the said letters patent and any extension thereof, together with the benefit of any improvements made or acquired during the partnership by either party, and the letters patent (if any) in respect thereof, should be assets of the partnership: And that no licence under the said letters patent or any of them should be granted by the said A. B. without the concurrence of the said C. D.: AND WHEREAS the licensors have agreed with the licensee to grant to him an exclusive licence within the district comprising the city of —— in the county of —— to the extent of —— miles in radius from, &c., to manufacture and otherwise to use, exercise, and vend the said invention, and ultimately to assign to or vest in him the patent rights aforesaid for the said district, at the price of £—— payable by instalments as hereinafter provided: NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration of the sum of £—— this day paid to the licensors by the licensee (the receipt whereof is hereby acknowledged), and of the covenant by the licensee for payment of the sum of £—— (the balance of the said purchase-money of £——) by instalments, and of other covenants and conditions on the part of the licensor hereinafter contained, they the licensors as beneficial owners respectively according to their respective interests as aforesaid do, and each of them doth, hereby grant unto the licensee and his assigns the full, sole, and exclusive liberty, licence, right, power, and authority, within, &c. [*the district*], to use, exercise, and vend the said invention: To HAVE, HOLD, exercise, and enjoy the said premises unto and by the licensee and his assigns henceforth (as hereinafter provided) until the licensee or his assigns shall become entitled absolutely to the said invention and letters patent for the said district, unless or until this licence shall previously thereto (if at all) be or become revoked or otherwise determined: AND EACH of them the licensors doth hereby covenant with the licensee that notwithstanding anything by him the covenantor done, omitted, or knowingly suffered, the said letters patent are valid and subsisting, and not void or voidable: AND THIS INDENTURE ALSO WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration of the premises, it is agreed and declared as follows:—

Agreement to grant the licence.

1st Testatum.

Grant of licence in consideration of sum paid and covenant to pay balance, and other covenants.

To hold until purchase effected if licence not previously determined.

Covenant (qualified) as to validity of patent.

2nd Testatum.

1. The licensee shall pay to the licensors the said sum of £—— Covenant by licensee to pay

balance by ten half-yearly instalments.

by ten equal instalments of £—— each, that is to say the sum of £—— on the —— day of —— and —— day of —— in every year henceforth until the said sum of £—— shall be satisfied, commencing with the —— day of —— next, but if any instalment shall be in arrear for the space of one calendar month, shall, on demand in writing, pay to the licensors the whole or any part of the unpaid balance of the said purchase-money, including the said instalment, together with interest on the said instalment at the rate of —— per cent. per annum as from the half-yearly day on which the same became due, and if the principal sum so demanded shall not be paid at the time of demand, shall thenceforth pay interest thereon at the rate aforesaid until payment thereof: PROVIDED ALWAYS, that if the licensors shall demand payment of any principal sum as aforesaid, they shall not, by reason only of the said instalment having become in arrear, be at liberty to demand payment of any further principal sum, but the demand so made shall operate so as to accelerate the time or times for payment of the unpaid balance of the said purchase-money exclusive of the principal sum so demanded, which balance shall accordingly as far as may be become payable in the like instalments of £—— each on the half-yearly days aforesaid next succeeding the time of such demand until the whole of the said purchase-money shall be paid (*z*).

And if any instalment in arrear the licensor may demand payment of any part of unpaid balance and interest.

Proviso that any principal sum demanded shall not afterwards be increased unless further default,

but a demand shall operate to accelerate times of payment of moneys not included in it.

2. If the said letters patent shall from any cause become wholly or as to some material part of the said invention void, the unpaid balance (if any) not then already due of the said purchase-money shall cease to be payable, either at all, and in that case this licence shall absolutely determine, without prejudice to the payment of all moneys then already due, or to any right of action by either party then accrued hereunder, or (in the event of a successful appeal from any judgment revoking the said letters patent), during the period only for which such judgment shall remain in force, and in the event of such an appeal the right of the licensors to payment of the said balance shall revive, and the same or so much thereof as shall have fallen due on each half-yearly day (if any)

Payments to cease or (pending appeal) be suspended if patent void.

(*z*) This proviso is intended to prevent demands being capriciously made by the licensors at various uncertain times. Only one demand can be made in respect of a single breach. A proviso might of course be introduced, limiting each demand to a particular sum.

aforesaid within the said period shall become payable at the date of the said judgment on appeal: PROVIDED ALWAYS, that the final cesser of payment as aforesaid shall be deemed satisfaction in full to the licensee of any claim by him for damages or compensation by reason of the said letters patent having become void as aforesaid (*a*). Final cesser to be deemed satisfaction in damages.

* * * * *

[*For Clause* 3, *as to use of patent mark, see Precedent* 31, *ante; and for Clauses* 4—6 *as to not assigning, &c. without consent* (*b*), *not disputing the validity of the patent, and detecting and giving notice of infringements* (*b*), *use Precedent* 32, *ante.*] Clauses 3—6.

7. The licensors shall during the continuance of this licence, and also after the determination thereof if the same shall take place by reason of the licensee becoming entitled to the assignment of the patent rights for the said district as hereinafter mentioned, pay all fees necessary, &c. [*See Precedent* 32.] Licensors to pay fees or permit licensees so to do and deduct, &c. and to perform other conditions of patent.

* * * * *

[*For Clause* 8—11 *as to defence of the patent and taking proceedings for infringement, non-amendment of the specification, no other licences having been granted, and non-user, &c. of invention within the district, see Precedent* 32.] Clauses 8—11.

* * * * *

12. At any time after the licensee or his assigns shall have paid all sums due from him as aforesaid, the licensors shall at his or their request and cost execute to him or them an assignment for the said district of the said letters patent and all patent rights expressed or intended to be comprised in this licence, and such assignment shall contain (amongst other provisions and clauses) When purchase-money paid licensors to execute an assignment for the district.

(*a*) The patent might become void either from omission to pay the fees, which the licensee can himself by *Clause* 7 prevent, or by revocation. The only other condition of the patent, besides as to fees, is, according to the present form of a patent, to supply the King's service with the patent articles. The covenants, the breach of any one of which may have rendered or might render the patent void, will be those as to the validity of the patent, the payment of the fees, and the defence of the patent. No apportionment of any half-yearly instalment can be claimed by the licensor on the patent becoming void.

(*b*) This covenant should of course be confined to the duration of the licence only.

covenants by the licensor, &c. [*Here refer to the various covenants, &c., in Precedent* 19, p. 1067.]

Licensee to have exclusive use for district of all improvements, &c. made by licensor.

13. The licensee shall be entitled during the continuance of this licence to the sole and exclusive right within the said district to every improvement or addition to the said invention, or new discovery useful for the manufacture of ——, which now is (if at all) in the knowledge and possession of or which hereafter may be made by the licensor, as if the same were part of the said invention, and if he shall become entitled to an assignment for the said district of the said invention and letters patent as herein provided, shall also be entitled to an assignment at his own expense for the said district of the letters patent (if any) which may be granted to the licensor in respect of every such improvement, addition, or discovery, whether made during the continuance of this licence or afterwards, and the said assignment shall contain (amongst other provisions or clauses) covenants by the licensor, &c. [*Here refer to the various covenants, &c., in Precedent* 19, p. 1067]: PROVIDED ALWAYS, that the licensor shall from time to time after making any such improvement, addition, or discovery, to the benefit of which the licensee shall become entitled as aforesaid, forthwith give notice thereof in writing to the licensee, and as and when reasonably required by him and at his expense as to actual costs (if any) out of pocket occasioned thereby, communicate and explain to him or his agents such improvement, addition, or discovery.

Notice to be given to licensee of any improvement, &c. and explanation afforded.

Power to revoke licence if any moneys long in arrear or licensee become bankrupt, &c.

14. If any principal sum payable hereunder by the licensee shall remain unpaid for the space of —— calendar months after the time when the same became due (whether the same shall be demanded or not), or if the licensee shall while any principal moneys aforesaid shall remain unpaid become bankrupt, or commit any act of bankruptcy, whether available for adjudication or not, then the licensors may by notice in writing served on the licensee or his trustees in bankruptcy (if any) revoke this licence, but such revocation shall be without prejudice to the recovery by the licensor of any moneys then already due, or to any right of action by either party for past breaches accrued hereunder (*c*).

(*c*) By the Apportionment Act, 1870 (33 & 34 Vict. c. 35), s. 1, periodical payments in the nature of *income* are to be apportioned. This section would not, therefore, apply to the above case.

15. If the licensors shall commit a breach of any covenant herein contained and on their part to be performed or observed, and (in the case of a breach capable of being made good) shall for the space of —— days after they shall have been served with a notice in writing by the licensee to make good the said breach neglect or omit so to do, then the licensee at any time thereafter may, by serving the licensors or either of them with a notice in writing for this purpose, forthwith determine this licence and every obligation herein contained on the part of the licensee then remaining to be performed or observed, without prejudice, however, to the recovery by the licensors of any moneys then already due, or to any right of action for past breaches accrued to either party hereunder. Power for licensee to determine on breach by licensors.

[*For acknowledgment, &c., as to the letters patent, see Precedent* 32; *and for arbitration and transmission clauses, see Precedent* 33, *ante*, p. 1108.] Remaining clauses.

In witness, &c. (*d*).

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37. LICENCE (*exclusive*) *for a* District *in consideration of a* Life Annuity *secured by* Bond.

THIS INDENTURE, made the —— day of ——, 19—, Between A. B., of, &c. (hereinafter called "the licensor"), of the one part, and C. D., of, &c. (hereinafter called "the licensee"), of the other part: Whereas by letters patent, &c. [*Grant of patent*]: And whereas the licensor has agreed, in consideration of an annuity of £—— for his life (determinable as hereinafter mentioned) being secured to him by the licensee, to grant to him an exclusive licence to use the said invention for the district and otherwise as hereinafter mentioned: And whereas in pursuance of the said agreement in this behalf by a bond of even date herewith under the hand and seal of the licensee, and executed immediately before the execution hereof, the licensee has become bound to the licensor in the penal sum of £—— with a condition therein for avoidance of the same on payment by the licensee to the licensor during his life, or until the said licence shall (if at all) become revoked or determined as hereinafter provided except by effluxion of time, of the said annuity of £—— by

Recitals.
Grant of patent.
Agreement to grant licence.
Bond to secure the annuity.

(*d*) The licence should be registered.

equal half-yearly payments on the —— day of —— and the —— day of —— in every year, commencing with the —— day of —— next, together with the proper proportionate part of the said annuity for the time (if any) which shall elapse between the last of such half-yearly days and the date of the death of the licensor or sooner determination of the said annuity as aforesaid (*e*): NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration of the premises, and also of the covenants and conditions on the part of the licensee hereinafter contained and to be performed and observed by him, the licensor, as beneficial owner, doth hereby grant unto the licensee and his assigns the full, sole, &c. [*To end of the habendum, as in Precedent* 32]: AND THE LICENSOR doth hereby covenant with the licensee that, notwithstanding anything by him the licensor done, omitted, or knowingly suffered, the said letters patent are valid and subsisting, and not void or voidable: AND THIS INDENTURE ALSO WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration of the premises, it is agreed and declared as follows:—

Grant of licence.

Covenants as to validity of patent and right to grant

Licence to expire if patent become void.

1. If the said letters patent shall, during the life of the licensor and the continuance of this licence, become, from any cause whatever, wholly or as to some material part of the said invention void, subject, however, to the judgment (if any) on appeal which shall reverse the judgment (if any) revoking the said letters patent to the extent aforesaid, this licence shall thereupon absolutely cease, but without prejudice to the recovery by the licensor of any moneys then already due under the said bond, or to any right of action by either party for past breaches accrued hereunder.

* * * * *

Clauses 2–11. [*For Clause* 2, *as to use of patent mark, see Precedent* 31; *for Clauses* 3—10, *as to not assigning, &c. without consent, not disputing the validity of the patent, detecting, &c. infringements, payment of fees, &c., defence of patent and proceedings for infringements, non-amendment of specification, no other licences having been granted, non-user, &c. within district, see Precedent* 32; *and for Clause* 11, *as to improvements, see Precedent* 31.]

* * * * *

(*e*) The Apportionment Act, 1870 (33 & 34 Vict. c. 35), ss. 2, 3, however, provides for such an apportionment.

12. If any half-yearly instalment of the said annuity, or any part thereof, shall be in arrear for one calendar month (whether the same shall be demanded or not), or if the licensee shall, while any part of the said annuity shall remain unpaid, become bankrupt, &c. [*Clause* 14 *of the last precedent, writing* "annuity" *for* "purchase-money," *and varying the termination by writing that such revocation* "shall be without prejudice to the recovery, &c.," *as at the end of Clause* 1 *hereof*] (*f*). Power of revocation by licensor.

[*For a clause as to determination by the licensee on breach by the licensor, use Clause* 15 *of last precedent, but making the variation as last mentioned in the case of revocation by the licensor; and for a clause as to acknowledgment, &c., use Precedent* 32; *and for arbitration and transmission clauses, use Precedent* 33, *ante, p.* 1108.] Remaining clauses.

In witness, &c. (*g*).

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38. LICENCE (*exclusive*) *for the* Kingdom *subject to* prior Licences *fixing* Minimum Selling Prices *of the* Patent Articles *and to* Licensor's Right *to supply some of the other* Licensees—Premium *paid*—Royalties *in fixed sums* increased *to a* Percentage *on* Selling Prices, *but* no Rent—Articles supplied *by* Licensee *to his* Sub-Licensees *or* Manufactured *by them to be* deemed sold *by him at said* Minimum Prices, *less discount*—Licensee (*if required*) *to* supply *the other* Licensees *and to* receive *the* Prices *and* pay Royalties—No Sale *by* Licensee *at less than said* Minimum Prices—Sub-Licences *to contain* certain Provisions—Reduced Royalties *on* unsold Articles *at end of* Licence—Licensor *not to engage in* adverse Business.

THIS INDENTURE made the —— day of ——, 19—, Between A. B., of, &c. (hereinafter called "the licensor"), of *Recitals.*

(*f*) A licensor would not be likely to avail himself of the above power, except in the case of bankruptcy, or his being able to grant a new licence for the district on better terms elsewhere, as the annuity would thereby expire.

(*g*) The licence should be registered.

Grant, &c. of patent.

the one part, and C. D., of, &c. (hereinafter called "the licensee"), of the other part: WHEREAS by letters patent, &c. [*Grant of patent and devolution (if any) of title, ut ante, p.* 1059]:

An agreement by licensor to supply a firm with the patent articles.

AND WHEREAS by an agreement, dated, &c., mentioned in the First Schedule hereto, the licensor has agreed to supply E. F. and G. H., or their nominees (hereinafter referred to as licensees), with articles manufactured according to the said invention, to the extent and upon the terms therein mentioned:

A licence to H. K. to manufacture, &c. within a district;

but with a reservation to licensor personally or to any single licensee to sell articles in the district.

AND WHEREAS by a licence dated, &c., also mentioned in the First Schedule hereto, the licensor has granted to H. K. the sole and exclusive licence within, &c. [*a certain district*] to manufacture articles according to the said invention, and sell the same, but with a reservation to the licensor personally, or, in lieu of him, any one person or ordinary partnership firm at a time claiming under him by assignment or licence, also to sell within the said district articles aforesaid which shall be manufactured and supplied by the licensor for this purpose as therein provided:

A licence granted under such reservation.

AND WHEREAS under the said reservation the licensor has by a licence dated, &c. (also mentioned in the First Schedule hereto), licensed the firm of, &c., to sell the said articles within the said district:

That the said agreement and licences fix same minimum selling prices of the articles.

AND WHEREAS the said agreement and licences respectively contain provisions fixing such minimum prices at which the respective licensees thereunder may sell the said articles as are mentioned in the Second Schedule hereto:

Agreement to grant this licence subject as aforesaid.

AND WHEREAS the licensor has agreed in consideration of the sum of £—— to grant to the licensee the sole and exclusive licence to use the said invention within the United Kingdom and Isle of Man, subject to the said agreement and licences, and otherwise upon the terms hereinafter appearing.

1*st Testatum.*

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of £—— this day paid to the licensor by the licensee (the receipt whereof is hereby acknowledged), and of the royalties hereinafter reserved, and the covenants or conditions on the part of the licensee hereinafter contained,

Grant of exclusive licence for the Kingdom in consideration of a premium and royalties, &c.

the licensor doth hereby grant unto the licensee and his assigns the full, sole, and exclusive licence, liberty, right, power, and authority, within the United Kingdom and the Isle of Man, to use the said invention, and manufacture articles thereunder, and to sell the articles so manufactured:

Reserving licensor's right to manufacture and supply to his selling

EXCEPTING AND RESERVING unto the licensor and his assigns the right to manufacture articles as aforesaid for the purpose of supplying the same to the respective licensees under the said agreement

dated, &c., and licence dated, &c., and to supply the same respectively accordingly: To HAVE, HOLD, exercise, and enjoy the said licence and premises hereby granted unto and by the licensee and his assigns, &c. [*To end of the habendum, ut ante, p.* 1096] subject to the said agreement and licences mentioned in the First Schedule hereto, or any licence to be granted in pursuance of the said agreement, but free from the reservation aforesaid contained in the said licence dated, &c.: AND THE LICENSOR doth hereby covenant with the licensee that notwithstanding anything by him the licensor done, &c. [*Covenants as to validity and right to grant as in Precedent* 31]. AND THIS INDENTURE ALSO WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration of the premises, it is agreed and declared as follows:—

licensees aforesaid.

But subject to said agreement and licences, and free from the reservation in the first licence.

Covenants as to validity of patent and right to grant.

2nd Testatum.

1. The licensee shall during the continuance hereof pay to the licensor half-yearly on every —— day of ——, &c., &c., the first whereof being the —— day of —— next, a royalty of —— shillings in respect of the sale by the licensee within that period of each article aforesaid manufactured by him hereunder, and a further royalty so as to make up a total royalty equal to —— per cent. on the selling price thereof if the first mentioned royalty shall be less than such percentage (*h*): PROVIDED ALWAYS, that all articles aforesaid delivered or sent by the licensee to any of his sub-licensees according to the terms of their respective licences shall for the purposes hereof be considered as having been actually sold by the licensee at the minimum prices aforesaid mentioned in the Second Schedule hereto, less a discount of —— per cent. thereon, at the respective times when the same shall have left any place of manufacture or business of the licensee in the possession of or to be delivered to such sub-licensees respectively: PROVIDED ALSO, that all articles manufactured as aforesaid by any sub-licensees of the licensee shall for the purposes hereof be deemed articles sold by the licensee at the time of completion thereof at the minimum prices aforesaid less a discount of —— per cent. thereon.

Royalty of —— shillings per article and further sum up to a percentage of selling price of each article, paid half-yearly.

Proviso that articles supplied by licensee to his selling sub-licensees shall be treated as sold at said minimum prices less discount.

Further proviso that articles when manufactured by manufacturing sub-licensees be deemed sold to them by licensee at said minimum prices less discount.

2. The licensee shall within —— weeks after the receipt by him from the licensor of a notice in writing requiring him so to

Licensee, after notice

(*h*) The two following provisoes can, of course, be omitted if special royalties are placed on the articles supplied to or manufactured by the sub-licensees. As to allowances for bad debts, see *Sp. Cl.* 17, *post*, p. 1154.

by licensor, to supply the other licensees;

and shall be entitled to receive from them the prices subject to royalties to licensor.

do, undertake to the extent of the terms of such notice the obligations aforesaid of the licensor for the supply of, and shall supply articles aforesaid, to the licensees under the said agreement dated, &c., and licence dated, &c., respectively, and shall accordingly be entitled at the respective times therein provided in this behalf to receive all moneys payable for the articles so supplied by him, and shall as to each article so supplied pay to the licensor on the half-yearly days aforesaid less a discount of —— per cent. a like royalty or total royalty on the said moneys payable in respect thereof as is provided by Clause 1 hereof, and the licensor shall do all such things as shall be necessary to enable the licensee to obtain payment from the said licensees of the moneys due in respect of the articles which shall be supplied by the licensee to them respectively as aforesaid.

No sale for less prices than under the other licences, &c.

3. The licensee shall not without the written consent of the licensor and the licensees under the said agreement and licences mentioned in the First Schedule hereto (hereinafter referred to as "the other licences"), sell any of the said articles for less prices or under terms more favourable to purchasers than is provided in the said agreement or other licences mentioned in the said Schedule respectively, or in case of any default being made by him in this respect shall (but without prejudice to the exercise by the licensor of his power of revocation under Clause 18 hereof) be taken to have sold at the minimum price or prices mentioned in the Second Schedule hereto the articles sold by him at any lesser prices, and shall indemnify the licensor against any claims or damages which may be made or claimed by the other licensees or persons claiming under them respectively, or any of them, on account of any such sale at lesser prices as aforesaid.

Books and accounts kept, inspection, &c.

4. The licensee shall keep at his usual place of business all proper books of account, and make true and complete entries therein at the earliest opportunities, of all particulars necessary or convenient for any of the purposes hereof of all transactions relating to the manufacture by him or his sub-licensees, or sale by him of the said articles, or the supply thereof to the other licensees respectively, and the grant by him of any sub-licences hereunder, and shall produce the said books, &c. [*Precedent* 30, *ante*, *p.* 1096, *but omitting the reference to* "assigns," *and alluding to both* "manufacture" *and* "sale"]: And shall if and when required by the licensor, but at the expense of the licensee, verify or procure

some fitting person in his employ to verify each such statement or any part or parts thereof by statutory declaration.

* * * * *

[*For Clauses* 5—7, *as to the use of patent mark, manufacture according to specification, and inspection of factory, use Precedent* 31, *ante; and for Clauses* 8—10, *as to non-assignment, &c. without consent, and express power to grant sub-licences, including the provisoes, but referring to "the Third Schedule hereto"* (*i*), *and as to not disputing the validity of the patent, and detection, &c. of infringements, use Precedent* 32; *and for Clauses* 11—15, *as to payment of fees and performance of conditions of patent, defence of actions for revocation and taking proceedings for infringements, non-amendment of specification, no other licences subsisting "except as hereinbefore stated," and non-user, &c. within the kingdom, "except as hereinbefore excepted, reserved or provided," use Precedent* 32.] Clauses 5—15.

* * * * *

16. The licensor shall not during the continuance of this licence within the United Kingdom and Isle of Man, except for the purpose of performing his obligations under the said agreement and licences or any of them, either alone or in partnership or directly or indirectly whether as shareholder or debenture holder, &c. [*as in Sp. Cl.* 47, *post, p.* 1164] (*k*). Licensor not to manufacture, &c. the articles or deal therein except to supply the other licensees.

17. Each party hereto shall during the continuance of this licence at the earliest opportunity, &c. [*Use Precedent* 31, *ante, p.* 1099, *omitting reference to* "assigns," *and ending as follows*] shall be for the use of both parties hereto, and the licensees under the said licence dated the, &c. (*l*), but if the same shall have been invented, ascertained, or made by the licensee, then shall not be for the use of the licensor beyond the duration of his interest under the said agreement dated, &c., or the said licence dated, &c. (*m*), Improvements by either party to be for benefit of both, &c.

(*i*) As to the terms to be inserted in sub-licences when an express power to grant them is conferred, see *Sp. Cl.* 33, *post*, p. 1159. Some additional terms will be needed here on account of the special covenants.

(*k*) See *Leather Cloth Co.* v. *Lorsont*, L. R. 9 Eq. 345, as to the restraint of trade caused by such a covenant not being greater than that caused by the patent itself, whereby the covenant was not against public policy.

(*l*) The first recited licence.

(*m*) The last recited licence.

and shall not be for the use of the licensees or their assigns under the said licence dated, &c. (*n*) beyond the duration of their said licence, but if the same shall be invented, ascertained, or made by the licensor, or he shall otherwise be entitled to communicate the same, then shall not be for the use of the licensee beyond the duration of this licence, and any such improvement, addition, or discovery so communicated by the licensor shall be deemed part of the premises, and together with the letters patent (if any) in respect thereof be as far as circumstances will admit subject to the covenants and conditions herein contained as if the same respectively applied thereto, or to the letters patent (if any) granted in respect thereof.

Revocation of licence on non-payment, or breaches or bankruptcy of licensee.

18. If any royalties or other sums payable hereunder by the licensee or any part thereof respectively, &c. [*Use Precedent* 32, *ante*, *p.* 1102] and also without prejudice to the performance and observance by the licensee of his obligations (if any) to the licensees respectively under the said agreement dated, &c., and licence dated, &c., or either of them as aforesaid, which might at the time of such revocation remain to be performed in respect of the sale or supply of the said articles by him to them respectively.

Determination by licensee if patent void or breaches by licensor.

19. If the said letters patent shall from any cause whatever become wholly or as to some material part of the said invention void (notwithstanding that any judgment in revocation of the said letters patent to the extent aforesaid shall or shall not be appealed against) (*o*), or if the licensor shall commit a breach, &c. [*Use Clause* 15 *of Precedent* 36, *ante*, *p.* 1121] and also without prejudice, &c. [*As at end of last clause, writing* "determination" *for* "revocation"].

Reduced royalties on articles in possession of licensee or manufacturing sub-licensees at end of licence not already subject to royalties.

20. At the end or sooner termination of this licence, the licensee shall in respect of each article aforesaid in his possession not then already sold, whether complete, or only in course of manufacture, or in the possession of his manufacturing licensees (if any) respectively, whether complete, or only in course of manufacture, pay to the licensor a reduced royalty thereon respectively of —— shillings in lieu of any royalties on the sale thereof as aforesaid.

(*n*) The first recited licence.

(*o*) Use *Clause* 2 of *Precedent* 36 if thought fit as to suspense of royalties during appeal. If such be intended, omit matter in the brackets as to an appeal. See *Sp. Cl.* 19, *post*, p. 1155, as to payment to trustees during proceedings.

[*For a clause as to acknowledgment, &c., use Precedent* 32; *and for arbitration and transmission clauses, see Precedent* 33, *ante, p.* 1108.] Remaining clauses.

In witness, &c. (*p*).

First Schedule.

Second Schedule.

Third Schedule.

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39. LICENCE (*exclusive*) *for a* District *to a* Limited Company—Premium *in Cash and Shares*—Royalties *per Ton according to different Products but after certain date to* decrease five per cent. *annually*—Different Rents—Suspense *of* Royalties *and* Rents *while Licensor omits to proceed for Infringement*—Special Provisions *for determination, &c.*—Reduced Royalties *on* Products in hand *at end of Licence.*

THIS INDENTURE made, &c., Between A. B., of, &c. (hereinafter called "the licensor") of the one part, and the —— Company Limited (hereinafter called "the licensees") of the other part: Whereas by letters patent, &c. [*Grant of patent, and devolution (if any) of title, ut ante, p.* 1059]. And whereas the licensor has agreed to grant the licensees an exclusive licence to use the said invention within the county of, &c., for the sum of £—— and the royalties and otherwise upon the terms hereinafter appearing: And whereas the licensor hath consented to receive payment of the said sum of £—— partly in cash to the amount of £—— and the remainder thereof in —— shares of £—— each of the licensees, which are to be treated for all purposes as having been fully paid up: And whereas the licensees have accordingly immediately before the execution hereof allotted to the licensor or his nominees —— shares aforesaid numbered respectively —— to —— as he doth hereby acknowledge (*q*). NOW THIS INDENTURE

Recitals.
Grant of patent.
Agreement for licence to the company for a county at a premium and royalties.
Premium to be paid in cash and shares.
Allotment of the shares.
Ist Testatum.

(*p*) The licence should be registered.

(*q*) By sect. 88 of the Companies (Consolidation) Act, 1908, it is necessary to file with the Registrar of Companies, within one month of

Grant of licence by licensor as beneficial owner.

WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration of the allotment of the said —— shares as aforesaid, and also in consideration of the sum of £—— now paid to the licensor by the licensees (the receipt whereof is hereby acknowledged), and also of the royalties and rent hereinafter reserved, and the covenants and conditions on the part of the licensees hereinafter contained, the licensor as beneficial owner (*r*) doth hereby grant unto the licensees and their assigns the full, sole, and exclusive liberty, licence, right, power, and authority, within the county of, &c., to make, use, and exercise the said invention in, or apply the process described in the specification relating to the said letters patent to the production of ——, and also to sell the —— so manufactured: To HAVE, HOLD, exercise, and enjoy the said licence and premises unto and by the licensees and their assigns for and during, &c. [*To end of habendum*]: AND THE LICENSOR doth hereby covenant with the licensees, &c. [*Qualified covenant as to validity of the patent, ut ante, p.* 1097]. AND THIS INDENTURE ALSO WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration of the premises, it is agreed and declared as follows:—

Covenant as to validity of patent.

2nd Testatum.

Covenants and conditions.

Royalties and rents half-yearly at fixed sums according to quantity and form of products made, but after certain date reducible 5 per cent. yearly.

1. The licensees shall during the continuance of this licence in respect of all —— produced by them or their sub-licensees by any means in which the said invention or process shall be used or employed in the half-years then ending respectively, pay to the licensor on every —— day of —— and —— day of —— up to the —— day of ——, 19—, the following royalties, namely, a royalty at the rate of £—— per ton as to produce made in the form of, &c., and of £—— per ton as to produce made in any other form, and from and after the said —— day of ——, 19—, royalties as to produce in the respective forms aforesaid at rates each current year five per cent. less than those for the year then immediately preceding it: AND ALSO on every —— day of —— and —— day of —— aforesaid, subject to the operation of Clause 2 hereof in respect of the produce made as aforesaid in the form of, &c., such further sum (if any) as together with the said royalties reserved as aforesaid in the same respect shall amount to the sum of £—— (hereinafter

allotment, a contract in writing as therein provided, in the case of shares allotted as fully or partly paid up otherwise than in cash.

(*r*) As to full covenants for title in a licence, see *ante*, p. 1094.

termed "a rent") [that is to say a sum equal to the total amount of the like royalties on —— tons of the said produce in that form] and in respect of any produce made in any other form as aforesaid such further sum (if any) as together with the royalties reserved as aforesaid in the same respect shall amount to the sum of £—— (hereinafter also termed "a rent") [that is to say a sum equal to the total amount of the like royalties on —— tons of the said produce made in any such other form]: PROVIDED ALWAYS, that no apportionment of any royalty aforesaid shall be made in respect of any quantity less than one hundredweight of the said produce in any form whatever.

Proviso as to no apportionment of royalties for less than a cwt.

2. PROVIDED ALWAYS, that if either rent for any half-year aforesaid shall exceed the total amount of royalties due for the same period in respect of the produce to which such rent is attributable, the licensees shall be entitled for any one or more succeeding half-years (so far as necessary for the purpose) for which respectively the total amount of royalties due in the like respect shall exceed such rent, to a remission of so much of the latter excess as will make up to them the excess of payment made in the half-year for which the rent shall have exceeded the royalties due therefor as aforesaid.

Average clause for the two rents.

3. The licensees shall keep at their head office all proper books of account, and make true and complete entries therein at the earliest opportunities, of all particulars necessary or convenient for any of the purposes hereof of all transactions relating to the manufacture by them of produce of any kind whatever under this licence, and of the like produce sold by them to their sub-licensees (if any) or other persons, or delivered by them to such sub-licensees (if any) for sale, and shall produce, &c. [*Production and inspection of books and delivery of accounts as in Precedent* 30, *ante, omitting reference to* "assigns"]: AND will if and when required, &c. [*Verification of statement as in Precedent* 31, *ante, the declaration, however, being that* "of the manager or some competent person in their employ"].

Accounts kept and furnished, inspection of books, verification, &c.

* * * * *

[*For Clauses* 4—6, *as to use of patent mark, manufacture according to the specification, and inspection of factory, use Precedent* 31, *ante, p.* 1097; *and for Clauses* 7—10, *as to non-assignment, &c. without consent and express power to grant sub-licences, including*

Clauses 4—10.

the provisoes (*s*), *and as to not disputing validity of patent and detection, &c. of infringements, and as to payment of fees and performance of conditions of patent, use Precedent* 32, p. 1101.]

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Proceedings as to defence of patent and infringements.

11. The licensor shall at all times during the continuance of this licence, at his own cost, defend every proceeding for the revocation of the said letters patent, and at all times aforesaid at the request and cost, &c. [*As in Precedent* 32, *ante, p.* 1101], *omitting reference to* "assigns"]: PROVIDED ALWAYS that if the licensees shall at any time during the continuance, &c. [*Suspense of royalties and rent as in Sp. Cl.* 14, *post, p.* 1152] (*t*).

Suspense of royalties and rent in default of proceedings for infringement.

* * * * *

Clauses 12—14.

[*For Clauses* 12—14, *as to non-amendment of specification, no other licences subsisting, and non-user, &c. within district, use Precedent* 32, *ante.*]

* * * * *

Improvements, &c. by licensor to be included in this licence.

15. The licensor shall during the continuance of this licence give written notice to the licensees at the earliest opportunity of every improvement in or addition to the said invention, or mode of working the same, or any discovery useful therefor that he may invent, ascertain, or make, and be entitled to communicate, and at the cost of the licensees as to journeys and other expenses (if any) out of pocket occasioned to him thereby, and at such remuneration (if any) as the directors of the licensees may think fit to award him therefor, communicate and explain to the manager or other agent or agents of the licensees, or any workmen of theirs, as and when reasonably required, the nature of such improvement, addition, or discovery, so as to enable them or him to make full and effective use of the same, and permit the licensees to have the use thereof (whether it shall be or become patented or not), subject as nearly as can be to the covenants and conditions herein contained, as if such improvement, addition, or discovery were part of the premises.

(*s*) As to the terms to be inserted in sub-licences, when the express power to grant them is conferred, see *Sp. Cl.* 33, *post*, p. 1159.

(*t*) In *Henderson* v. *Mostyn Copper Co.*, L. R. 3 C. P. 202, it was held that reasonable notice that an infringement had taken place is necessary, in order to enable the patentee [*or* licensor] to take proceedings, and that reasonable time was necessary for completing the proceedings.

16. If the said letters patent shall from any cause whatever become wholly or as to some material part of the said invention void (notwithstanding that any judgment in revocation of the said letters patent to the extent aforesaid shall or shall not be appealed against (*u*)), or if the licensor shall commit a breach of any of his obligations hereunder, other than in respect of commencing or carrying on proceedings for infringement as aforesaid, and (where the breach is capable of being made good) shall for —— days after he shall have been served with a notice in writing requiring him to make good the same omit so to do, or shall commit or suffer any breach of his obligations under Clause 11 hereof in respect of commencing or carrying on proceedings for infringement, and shall not make good such breach before the time when the licensees shall first become entitled to withhold or suspend payment of royalties or rents as provided by the same clause, then the licensees may by notice in writing served on the licensor at any time thereafter, but in the case of any such last mentioned breach only before the same shall (if capable thereof) be actually (if at all) made good, determine this licence forthwith, but such determination shall operate without prejudice to the recovery by the licensor of any rents or royalties then due, or to any right of action by either party then accrued hereunder, and in case of such determination the said rents shall be apportioned (if necessary) for the period less than a half-year which may have elapsed between the day of such determination and the end of the half-year last previous thereto (*x*). Determination by licensee if patent void or breaches by licensor.

17. If any royalties, rents, or other sums payable hereunder, or any part thereof respectively, shall be in arrear for two calendar months, whether demanded or not, or if the licensees or any of their assigns being a company shall commence to be wound up on account of their inability (as defined by sect. 130 of the Companies (Consolidation) Act, 1908, or any statutory modification Revocation if royalties in arrear or company wound up, &c.

(*u*) Use *Clause* 2 of *Precedent* 36, *ante*, if thought fit as to the suspense of royalties during appeal. If such be intended, omit the matter in the brackets as to appeal. See *Sp. Cl.* 19, p. 1155, as to payment to trustees during proceedings.

(*x*) The Apportionment Act, 1870 (33 & 34 Vict. c. 35), ss. 2, 3, however, provides for such an apportionment. By sect. 3, the time for payment of the apportioned part would not be accelerated, but would be the same as fixed for the payment of the entirety.

thereof for the time being) to pay their debts (*y*), or being a company, or individuals, or any individual, shall not commence their or his business in relation to this licence within —— calendar months from the date hereof, or (being assigns aforesaid) shall not commence their or his said business within the like period from the date of the assignment to them or him of this licence, or being a company or individuals, or an individual, having commenced their or his said business shall for any period of —— calendar months consecutively cease practically to carry on the same, or being individuals, or an individual, shall become bankrupt, or commit an act of bankruptcy, whether available for adjudication or not, or if the licensees or their assigns shall make default in any obligation hereunder other than in respect of the payment of moneys, and (in the case of a breach capable of being made good) shall for the space of —— days after they shall have been served with a notice in writing by the licensor to make good the said breach neglect or omit so to do, then the licensor at any time thereafter [and notwithstanding any merely implied waiver by him of his right so to do], may by notice in writing served on the licensees or their assigns, or their liquidator, liquidators, or the trustees or trustee in bankruptcy, as the case may require, revoke this licence forthwith, but such revocation shall operate without prejudice to the recovery by the licensor, &c. [*As in last clause, but using* "revocation" *for* "determination."]

Acknowledgment and undertaking as to the letters patent.

18. The licensor hereby acknowledges the right of the licensees to production of the said letters patent, &c. [*Use Precedent* 32, *ante, p.* 1102.]

Notices, how served.

19. Any notice intended to be given or served hereunder on the licensees being a company shall be effectual if served according to the provisions (if any) as to services of notices in its articles of

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(*y*) Sect. 130 of the Companies (Consolidation) Act, 1908, in effect declares that this inability shall be deemed to arise when the company, after service of notice, neglects for three weeks to pay or secure or compound for any debt exceeding £50; or if execution or other like process in England or Ireland issued on the judgment, &c. of any Court in favour of a creditor is returned unsatisfied; or (in Scotland) the inducie of a charge for payment on an extract, decree, &c. have expired without payment being made; or whenever it is proved to the Court that the company is unable to pay its debts.

association, but in any other case any notice intended to be given or served hereunder, &c. [*Sp. Cl.* 51, *p.* 1165, *post*].

20. Unless when the context requires a different construction, the term "licensor" herein shall include the assigns of the person so designated, and the term "licensees" herein shall include the assigns of the company so designated. Transmission clause.

21. If any difference shall arise, &c. [*Arbitration Clause: see Precedent* 33, *ante, p.* 1108.] Arbitration clause.

In witness, &c. (*z*).

The Schedule.

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40. LICENCE (*exclusive*) *for England, Wales, and Isle of Man*—Royalties *and* Rent—Royalties *on Manufactures by* Licensee *and his* Sub-Licensees, *and also on Articles* authorised *to be* supplied by him abroad—Reservation *to Licensor as to* Existing Orders *and* Foreign Customers, *and the* supply by him *to the* Licensee *for the* First Year *of Articles to be sold on* Commission.

THIS INDENTURE, made, &c., Between A. B., of, &c. (hereinafter called "the licensor"), of the one part, and C. D., of, &c. (hereinafter called "the licensee"), of the other part: Whereas by letters patent, &c. [*ut ante, p.* 1095]: And whereas the licensor has agreed to grant the licensee a sole and exclusive licence to use the said invention for the countries of England, Wales and the Isle of Man with the reservations and upon the terms hereinafter appearing. NOW THIS INDENTURE WITNESSETH that in consideration of the royalties and rent hereinafter reserved, and the covenants and conditions on the part of the licensee hereinafter contained, the licensor doth hereby grant unto the licensee the full, sole, and exclusive licence, right, power, and authority to make, use, exercise, and vend the said invention and manufacture —— according to the specification thereof, and also to sell the —— so manufactured within the countries of England, Wales and the Isle of Man (hereinafter called "the said district"): Excepting and reserving unto the licensor and his assigns the right to manufacture the like articles according to the said specification at the works of the licensor at —— aforesaid, or other existing

Recitals. Grant of patent and agreement for licence.

1*st Testatum.* Grant of exclusive licence for England, Wales, and Isle of Man.

Reservation to licensor for executing

(*z*) The licence should be registered. (See sect. 28 of the Act of 1907.)

orders and for supplying foreign customers.

works (if any) of his for the time being, in execution of all orders already received by him for the supply of such articles to persons in the said district, and of all orders already or which hereafter may be received by him for the supply of such articles to persons in any part of the world outside the said district, and for the supply of the like articles to the licensee for the space of one year from the date hereof to be sold by him upon commission as hereinafter provided (*a*): TO HAVE, HOLD, exercise, and enjoy the said licence and premises unto and by the licensee and his assigns, &c. [*To end of the habendum, and then insert the covenants* (*qualified*) *as to the validity of the patent and right to grant, ut ante, p.* 1097.] AND THIS INDENTURE ALSO WITNESSETH that in consideration of the premises it is declared as follows:—

Covenants as to validity and right to grant.

2nd Testatum.

Covenants and conditions.

Licensee to commence manufacture, and purchase plant, &c. necessary.

1. The licensee shall within —— calendar months from the date hereof commence the manufacture of —— according to the said specification at his works at —— aforesaid, and accordingly shall purchase all necessary plant, machinery, fixtures, utensils, and other effects sufficient and suitable for the manufacture to the best advantage of —— at least of the said articles half-yearly, and shall set up the said effects at or place the same in the said works, and shall at all times during the continuance of this licence keep the same in good working order and condition and supply all deficiencies therein respectively.

Royalties on articles manufactured by licensee or his sub-licensees.

But a fixed half-yearly rent.

2. The licensee shall during the continuance of this licence pay to the licensor half-yearly on every —— day of —— and —— day of —— for every —— manufactured by the licensee and his sub-licensees respectively hereunder in the half-years then ending respectively a royalty of —— shillings, and in case the total amount of royalties for any such half-year shall not amount to the sum of £—— (hereinafter called "the rent"), then such further sum in addition to such total amount of royalties as will equal the rent:

Average clause.

PROVIDED ALWAYS, that if the rent for any half-year aforesaid shall exceed the total amount of royalties for the same period, the licensee shall be entitled for any one or more succeeding half-year or half-years (so far as necessary for the purpose) to a remission of so much of the latter excess as will make up to him

(*a*) The licensee is to be supposed not to be ready with the requisite plant, &c. (See *Clause* 1.)

the excess of payment made in the half-year for which the rent shall have exceeded the royalties due therefor as aforesaid.

Licensor to supply articles for one year to be sold by licensee on commission.

3. The licensor shall supply and the licensee shall receive from him during one year from the date hereof all such articles manufactured by the licensor under the reservation hereinbefore contained, not being less than —— in number per calendar month, which the licensee shall sell in the usual way of business, and for the sale whereof he shall be entitled by way of commission to debit the licensor in the half-yearly accounts embracing the periods of sale thereof respectively with sums amounting to —— per cent. of the selling prices thereof, which prices shall be in accordance with the lists of gross prices for the time being exhibited or published by the licensor, or such other prices as the parties hereto may agree upon: PROVIDED ALWAYS, that in taking any such half-yearly account in respect of articles supplied by the licensor and sold by the licensee as aforesaid, all expenses (if any) of carriage or delivery of the articles from the works of the licensor to the licensee paid by the latter shall be credited to the licensor.

Expenses of carriage, &c.

Licensee on notice to supply foreign customers of licensor.

Prices charged to licensor according to his usual prices less discount.

4. The licensee shall after the —— day of ——, as and when required by the licensor in writing so to do, manufacture or supply articles aforesaid for the licensor for the purpose only of his (the licensor's) supplying the same to any of his foreign or colonial customers, not exceeding, however, in number —— per week, unless the licensee, being requested by the licensor so to do, shall be willing to manufacture or supply any larger quantity, and shall be entitled to charge the licensor for the said articles prices equal to —— per cent. of the usual list or gross prices for the time being of the licensor charged by him to customers in the particular countries to which the said articles are intended to be exported, less (as to such last mentioned prices) the usual deductions allowed by the licensor, and all such articles shall at the expense of the licensor be delivered free on board ship at such ports in England as the licensor shall direct: PROVIDED ALWAYS, that the licensor shall give the licensee one week's previous notice in writing for the supply of any such articles as last aforesaid where the quantity required at any one time is to be more than —— but not more than —— in number, and, where the quantity is to exceed the latter amount, shall allow —— days extra for any excess up to —— in number, and so on proportionately for any further excess: PROVIDED ALSO, that the licensee shall not without the written con-

But ample notice to be given to licensee.

But licensee shall not otherwise supply articles for abroad.

sent of the licensor either directly or indirectly manufacture or supply any articles aforesaid for the use of any person or persons residing or for the purpose of transmission out of the district.

Each party to keep books of account, allow inspection, &c.

5. Each party hereto shall during the continuance hereof keep at his usual place of business all proper books of account, and make true and complete entries therein at the earliest opportunities of all particulars necessary or convenient for any of the purposes hereof of all transactions relating to the manufacture or sale by him of the said articles as aforesaid, including as to the licensee the manufacture thereof by his sub-licensees (if any), and produce the said books so to be kept by him to the other of them or his agents or agent at all reasonable times for inspection and the taking copies or extracts therefrom, and at his own expense obtain and give to the other of them or his agents or agent all such information as to any item or matter contained or which ought to be contained therein as shall be reasonably required.

Delivery of accounts and verification.

6. The licensee shall at the end of each half-year aforesaid deliver or send to the licensor a statement in writing of all particulars of account between him and the licensor hereunder for the same half-year, and shall if and when required by the licensor, but at the expense of the latter, verify or procure some fitting person in his employ to verify each such statement or any part or parts thereof by statutory declaration.

Articles to be stamped with patent mark.

7. Each article manufactured by either party as aforesaid shall as soon as manufactured bear a metal plate [*or* "label," *or*, &c.] furnished by the licensor, and shall bear a number designating the actual number of such articles then completed by him of which such article shall be the last completed, and also an inscription and mark of the kind shown in the margin hereof as applicable to such party, or such other inscription or mark as the licensor in order to avoid infringement of the trade mark of any other person may think fit to adopt, and he shall not retain or sell or part with the possession of any such article without the said plate [*or* "label," *or*, &c.] being placed thereon, and the licensee shall on each half-yearly day aforesaid or within twenty-one days thereafter pay or account to the licensor for the said plates [*or* "labels," &c.] so furnished to him in the half-year then ended at the rate of —— shillings per dozen, including the costs of carriage and delivery thereof, and the licensor shall execute all orders of the licensee

for the supply to him thereof with all reasonable dispatch (*b*).

Each party may inspect factories, &c. of other party.

8. Either party hereto or his agents shall be at liberty at all reasonable times during the continuance of this licence, and for the space of one calendar month after the same shall be determined or revoked, to enter any place of the other party where the manufacture or sale of the said articles shall be carried on, and inspect the same for the purpose of ascertaining the state or extent of such manufacture or sale, and that all covenants by the other party hereunder have been or are being duly performed or observed, and for finally winding up all accounts between the parties.

* * * * *

Clauses 9—16.

[*For Clause* 9, *as to manufacture by the licensee only according to the specification, use Precedent* 31, *ante; and for Clauses* 10—16, *as to non-assignment, &c. without consent, and express power to grant sub-licences, including the provisoes, and as to not disputing the validity of the patent and detection, &c. of infringements, and assisting licensor, as to payment of fees and performance of conditions of patent, defence of patent and taking proceedings for infringement, non-amendment of the specification, and no other licences having been granted, use Precedent* 32, *ante*, p. 1100.]

* * * * *

Non-user, &c. by licensor within district except as provided.

17. The licensor shall not during the continuance of this licence, except as is hereinbefore provided, use, or authorise any other person to use the said invention within the said district.

Licensor not to engage in like business except under the reservations herein.

18. The licensor shall not within the said district during the continuance of this licence, except according to the reservations hereinbefore contained, either alone or in partnership, &c. [*Sp. Cl.* 47, *post*, *p.* 1164].

Improvements by either party to be for benefit of both.

19. Each party hereto shall during the continuance of this licence, &c. [*Mutual covenant as to improvements, &c., as in Precedent* 31, *ante*, *p.* 1099, *omitting any reference to* "assigns," *but stating at the end thereof that any improvement, &c., if made, &c. by the licensee,* "shall be used by the licensor as to the said district to the extent only of the reservations hereinbefore con-

(*b*) For other clauses relating to use of a patent mark or die, see *Sp. Cl.* 23—27, *post*, pp. 1156—1158.

tained, as if the said improvement, addition, or discovery, were part of the said invention"].

* * * * *

Remaining clauses.

[*For Clause* 20, *as to revocation of the licence, use Precedent* 32, *ante, p.* 1102; *and for Clause* 21, *as to the determination of the licence by the licensee if patent void or breaches, &c., use Clause* 19 *of Precedent* 38, *ante, p.* 1128; *and for Clause* 22, *as to acknowledgment, &c., use Precedent* 32; *and for arbitration and transmission clauses, use Precedent* 33, *ante, p.* 1108.]

In witness, &c. (*c*).

The Schedule.

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41. SUB-LICENCE (exclusive *for a District at Royalties*).

Recitals.

The licence.

THIS INDENTURE, made, &c., Between A. B., of, &c., of the one part, and C. D., of, &c., of the other part: Whereas by a licence under seal dated, &c., and made between X. Y. (therein and hereinafter called "the licensor"), of the one part, and the said A. B. (therein called "the licensee"), of the other part, the licensee is entitled to the sole and exclusive licence to use within, &c. [*the district*] the invention mentioned together with the letters patent in respect thereof in the Schedule hereto, and also every improvement in, or addition to the said invention, or new discovery useful for the manufacture of ——, made or acquired by the licensor for the residue of the term of fourteen years from the —— day of ——, 19—, comprised in the said letters patent and any extension thereof, subject to the rent and royalties payable half-yearly on every —— day of —— and —— day of ——, and to the covenants and conditions on the part of the licensee therein contained and to be performed and observed by him (*d*): And whereas the said A. B. has agreed to grant to the said C. D. a licence to use the said invention and all improvements, additions or discoveries aforesaid within the town or district of, &c., in the county of ——, as herein-

Agreement for sub-licence.

(*c*) The licence should be registered.

(*d*) Where the licence prescribes some of the terms to be inserted in sub-licences, it may be well, unless brevity is desired, to recite these terms, as to which, see *Sp. Cl.* 33, *post,* p. 1159. The above recital might then be extended by adding,

"and in particular to a covenant that the licensee will, &c., and to a covenant that," &c., &c.

after defined, for the term of —— years from the date hereof if the said licence shall so long subsist upon the conditions hereinafter appearing. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration of the royalties hereinafter reserved, and of the covenants and conditions on the part of the said C. D. hereinafter contained, he the said A. B. doth hereby grant unto the said C. D. (*e*) the full, sole, and exclusive licence, liberty, right, power, and authority, within the town of ——, in the county of ——, and also to the extent of a radius of —— miles from, &c. (hereinafter called "the said district"), to use the said invention, and any other invention for the time being comprised in the said licence dated, &c., and to manufacture articles thereunder respectively, and to sell the same so manufactured: To HAVE, HOLD, exercise, and enjoy the said licence and premises hereby granted unto and by the said C. D. for a term of —— years herefrom, if the said licence dated, &c., shall so long subsist: AND the said A. B. doth hereby covenant with the said C. D. that notwithstanding anything by him the said A. B. done, omitted, or knowingly suffered, the said licence dated, &c., is now valid and subsisting, and not void or voidable. And that notwithstanding anything as last aforesaid he the said A. B. now hath power to grant the premises in manner aforesaid (*f*). AND THIS INDENTURE ALSO WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration of the premises, it is agreed and declared as follows:—

1st Testatum.

Grant of sub-licence at royalties for a term of —— years if the licence so long subsist.

Covenants (qualified) as to validity of licence and right to grant.

2nd Testatum.

Other covenants and conditions.

1. The said C. D. shall on the —— day of —— next (*g*) pay to the said A. B. or his assigns the royalty of —— shillings for every article manufactured by the said C. D. hereunder up to that date and shall thenceforth for each half-year ending on the —— day of —— or —— day of —— during the continuance hereof pay to the said A. B. or his assigns the like royalty for every article so manufactured in such half-year.

Royalties on manufacture on same half-yearly days as in licence.

2. The said C. D. shall keep at his usual place of business all

Accounts, &c.

(*e*) The sub-licence is to be supposed granted to the sub-licensee only, and not to his assigns.

(*f*) Here add (if thought fit) a covenant not to invalidate the licence.

(*g*) That is, *not* one of the half-yearly days mentioned in the licence. Where the contrary is intended, vary the clause accordingly.

proper books of account, and make true and complete entries therein at the earliest opportunities of all particulars necessary or convenient for any of the purposes hereof, or to enable the said A. B. or his assigns to keep and furnish accounts in respect of this licence in accordance with his covenant in this behalf in the said licence dated, &c., contained of all transactions relating to the manufacture (*h*) of articles by the said C. D. hereunder, and shall produce the said books, &c. [*use Precedent* 30, *and the provision as to verification of accounts in Precedent* 31].

Sub-licensee to perform, &c. certain covenants in superior licence.

3. The said C. D. shall at all times during the continuance of this licence perform and observe the covenants and conditions in the said licence dated, &c., as to the use of the patent mark on all articles manufactured by him, and manufacturing the same only according to the specification, and not disputing the validity of the said letters patent or other letters patent for the time being comprised in this licence (*i*), and shall at all times keep the said A. B. and his assigns effectually indemnified against all damages or costs occasioned by any breach by the said C. D. of this present covenant.

To pay the sub-licensor for plates bearing the patent mark.

4. The said C. D. shall on the —— day of —— next, and thenceforth on every half-yearly day aforesaid, during the continuance of this licence pay to the said A. B. or his assigns for all plates [*or* "labels" *or*, &c.] bearing the patent mark obtained by him or them from the licensor or his assigns and furnished to the said C. D. at the rate of —— shillings per dozen.

Power for sub-licensor to inspect factory.

5. The said A. B. and his assigns or his or their agents shall be at liberty at all reasonable times during the continuance of this licence, &c. [*liberty to inspect factory, as in Precedent* 31, *ante*, *p.* 1098].

Sub-licensee not to assign, &c. without consent.

6. The said C. D. shall not, without the written consent of the said A. B. or his assigns, assign, or mortgage, charge, or otherwise incumber or grant any sub-licence in respect of this licence or attempt so to do.

(*h*) The superior licence is to be supposed to provide for payment by the licensee of royalties on articles manufactured by his sub-licensees. This course is recommended in order to accelerate the settlement of accounts between licensor and licensee, notwithstanding that the licence provides for payment of royalties on articles *sold* by the licensee.

(*i*) Add any other excepted covenants and conditions if necessary.

7. The said C. D. shall during the continuance hereof use his best endeavours to detect every suspected infringement of the said letters patent or other letters patent for the time being comprised in the said licence dated, &c., and shall give the said A. B. or his assigns written notice thereof as soon as the said C. D. shall have suspected and also (if the case) ascertain the same, and shall at the expense of the said A. B. or his assigns as to actual disbursements (if any) made or liabilities (if any) incurred thereby, assist him or them in any proceedings undertaken (unrequested by the said C. D.) by him or them in respect thereof as shall be reasonably required.

To give notice of alleged infringements and assist in proceedings.

8. Each party hereto shall during the continuance, &c. [*mutual covenant as to improvements, as in Precedent* 31, *ante, p.* 1099, *writing* "for the use of both parties hereto or the assigns of the said A. B."].

Mutual covenant as to improvements.

9. The said A. B. hath not heretofore granted for the said district any licence for use of the said invention or any other invention comprised in the said licence dated, &c., and shall not nor shall his assigns during the continuation of this licence use the said invention, or grant licences in respect thereof, or authorise any person or persons whomsoever to use the said inventions or any of them within the said district.

No other subsisting licences and non-user of invention in district by sub-licensor.

10. The said A. B. or his assigns shall at all times during the continuance of this licence, at the request and cost of the said C. D., commence and prosecute in the name or names of the said A. B. or his assigns, or procure the licensor or his assigns to commence and prosecute, all legal or other proceedings in respect of any infringement or suspected infringement of the said letters patent or other letters patent for the time being comprised in the said licence dated, &c., committed or alleged to have been committed within the said district, or, at the like cost, in any case where the said A. B. or his assigns shall be entitled in his or their own name or names to commence and prosecute any such proceedings, permit the said C. D. in the name or names of the said A. B. or his assigns so to do.

Sub-licensor or licensor to proceed for infringements at request and cost of sub-licensee, &c.

11. If any royalties or other sums payable hereunder or any part thereof respectively shall be in arrear for twenty-one days, whether demanded or not, or if the said C. D. shall commit a

Power of A. B. to revoke on default in

payment of royalties or on breaches or bankruptcy.

breach of any of his other obligations hereunder (*k*), or shall become bankrupt, or commit any act of bankruptcy, whether available for adjudication or not, the said A. B. or his assigns may by notice in writing served on the said C. D. revoke this licence, without prejudice to the recovery by the said A. B. or his assigns of any moneys then already due, or to any right of action by either party hereto, or the assigns of the said A. B., for past breaches accrued hereunder.

Acknowledgment, &c. as to the licence.

12. The said A. B. hereby acknowledges the right of the said C. D. to production of the said licence dated, &c., and to the delivery and right to take copies of the same, and undertakes for the safe custody thereof.

In witness, &c. (*l*).

The Schedule.

Deed of commutation of royalties reserved in a licence.

42. DEED OF COMMUTATION *of Royalties reserved in a Licence.*

Recitals.

The licence.

THIS INDENTURE, made, &c., Between A. B., of, &c. (hereinafter called "the licensor"), of the one part, and C. D., of, &c. (hereinafter called "the licensee"), of the other part: Whereas by a licence under seal dated, &c., the licensor granted unto the licensee and his assigns the sole and exclusive licence for the term of, &c., to use, exercise, and vend within the [*district*] a certain invention called, &c., for which letters patent dated, &c., and numbered, &c., had been granted unto the licensor, and in the said licence were reserved unto the licensor royalties at the rate of —— shillings for, &c., payable half-yearly on every —— day of —— and —— day of ——, and it was thereby provided that at any time from and after the —— day of ——, 19—, the licensee should be at liberty to commute the payment of any future royalties aforesaid on his satisfying all previous royalties or other sums then due thereunder, and paying to the licensor such further

(*k*) The reference appearing in the other precedents of licences (*ante*) as to giving notice to make good any breaches, may also be inserted here, if the superior licence does not provide to the contrary.

(*l*) The sub-licence should be registered.

sum of money as therein mentioned: AND WHEREAS the licensee hath up to the date hereof duly paid all royalties and other sums due by him to the licensor under the said licence and also duly performed and observed his other obligations under the said licence: AND WHEREAS the licensor hath agreed with the licensee that all future royalties which might become payable under the said licence shall be commuted for the sum of £—— payable forthwith, and in consideration of payment of such sum to execute such release as is hereinafter contained. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement, and in consideration of the sum of £—— now paid to the licensor by the licensee (the receipt whereof is hereby acknowledged), he the licensor doth hereby release the licensee from the payment of all royalties which might but for these presents become payable hereafter under the hereinbefore recited licence, dated, &c.: AND THE LICENSOR doth hereby covenant with the licensee that notwithstanding anything by him done, omitted, or knowingly suffered, the said letters patent are now valid and subsisting and not void or voidable, and that notwithstanding as aforesaid he the licensor hath power to release the licensee in manner aforesaid from the payment of the said royalties.

Payment of royalties and satisfaction of other obligations up to date.

Agreement to commute.

Testatum.

Release of future royalties for a sum now paid.

Covenant by licensor as to validity of patent and right to release the royalties.

IN WITNESS, &c. (*m*).

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43. MEMORANDUM *to be notified on Register as to the* REVOCATION *of a Licence.*

Memorandum to be entered on register as to the revocation of a licence.

BE IT KNOWN from me, A. B., of, &c., that the licence dated, &c., and made between myself of the one part and C. D. of, &c., of the other part, granted by me to the said C. D. of the inventions mentioned, together with the letters patent and other patent rights relating to the same, in the schedule hereto, did on the —— day of —— last absolutely determine, and that the said inventions, letters patent and other patent rights are now vested in me [and my licensees] free from the said licence and any sub-

(*m*) The deed should be notified on the register as containing matter affecting the legal proprietorship of the patent. See sect. 28 of the Act of 1907. The deed is also a variation of the licence, which, we may suppose, has been previously registered.

licences granted by the said C. D., and I enter this notification by virtue of Clause —— of the said agreement.

As WITNESS my hand this —— day of ——, 19—.

THE SCHEDULE.

Notice of revocation of a licence (where no breach).

44. NOTICE *of* REVOCATION *of a Licence* (*where no breach*).

To C. D., of, &c.

I HEREBY in exercise of the power given me by Clause —— of the licence dated, &c., granted by me to you under the letters patent dated, &c., and numbered, &c., for [*title of invention*] give you notice that the said licence shall determine and stand revoked as from the —— day of —— next.

Dated, &c. [*Signature*].

Notice by a licensee to determine the licence.

45. NOTICE *by a Licensee to* DETERMINE *the Licence*.

To A. B., of, &c.

I HEREBY in exercise of the power given me by Clause —— of the licence dated, &c., granted to me by you under the letters patent dated, &c., and numbered, &c., for [*title of invention*] give you notice that the said licence shall as from the —— day of —— next absolutely determine and cease to be binding on me.

Dated, &c. [*Signature*].

Notice to make good a breach of covenant.

46. NOTICE *to* MAKE GOOD *a* BREACH OF COVENANT.

To C. D., of, &c.

I HEREBY give you notice to make good within —— days from the date hereof the breach committed by you in or about September last of your covenant to, &c. [*shortly state nature of covenant*] which covenant is contained in the licence dated, &c., granted by me to you under the letters patent dated, &c., for [*title of invention*] (*n*).

Dated, &c. [*Signature*].

(*n*) See next precedent for a notice of revocation of the licence in consequence of the failure to comply with the above notice.

47. NOTICE *of* REVOCATION *of a Licence for* BREACH OF COVENANT.

Notice of revocation of a licence for breach of covenant.

To C. D., of, &c.

I HEREBY give you notice that in consequence of the breach by you in or about the month of September last of your covenant to, &c. [*here shortly state the nature of the covenant*], which covenant is contained in the licence dated, &c., granted by me to you under the letters patent dated, &c., numbered, &c., for [*title of invention*] (*o*), and of your non-compliance with the notice in writing dated, &c., served by me on you by which I required you to make good the said breach within —— days from the date of such notice, the said licence shall determine and stand revoked as from the day next after the date hereof.

Dated, &c. [*Signature*].

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48. NOTICE *of* CONTENTS *of* SUB-LICENCE (*p*).

Notice of contents of sub-licence.

To A. B., of, &c.

Sir,

A. B.'s Patent—Licence to C.D. (Self)—*Sub-licence to E. F.*

The following are the short particulars of a sub-licence granted by me on the —— day of —— last to E. F., of, &c. [but not to his assigns].

Date (*as above*), *Parties*, Self & E. F., *District*, the Town of —— and ten miles from the Town Hall: To MANUFACTURE [*the patent articles*] for —— years from the same date at the following royalties payable half-yearly every —— day of —— and —— day of —— namely [*state the royalties*].

The covenants by the sub-licensee are (amongst others) to pay the royalties on the half-yearly days, to keep regular accounts, and on same days to furnish full statements of manufacture and

(*o*) Omit the reference to the previous notice if inapplicable.

(*p*) A licence should provide that the licensee shall give immediate notice to the licensor of the grant of each sub-licence, and furnish him with a copy or short particulars of it.

sales, not to assign, incumber, grant sub-licences in respect of, or otherwise part with the possession or control of the sub-licence, or attempt so to do, to give speedy notice to the sub-licensor of suspected or ascertained infringements of the patent within the district, and assist the sub-licensor in any proceedings on account thereof, to perform and observe the covenants in the licence, to use the patent mark, not to dispute the validity of the patent, and to manufacture only according to the specification. There is also a PROVISO for revocation of the sub-licence on default for —— days in the payment of any royalties, or on the breach by the sub-licensee of any other of his obligations.

Dated, &c. [*Signature*].

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49. SPECIAL CLAUSES *in* LICENCES.

Covenant to pay royalties (fixed sums).

1. The licensee shall during the continuance of this licence pay to the licensor half-yearly on every —— day of —— and —— day of —— for every —— manufactured by the licensee hereunder, and in the half-years then ending respectively sold by him, a royalty of £—— (*q*) [*Or say* "the royalty specified in the Schedule

Variations of the above in certain cases.

(*q*) Or (as to manufacture only) write,

"manufactured by the licensee hereunder in the half-years then ending respectively a royalty of £——."

Where the royalty is to be paid, not on an article but on a fixed quantity of material, write (instead of the above),

"for every [say] hundredweight of —— manufactured, &c.,"

and add (if thought fit),

"and so proportionately for any less quantity. PROVIDED, however, that any quantity less than [say] seven pounds not otherwise liable to a royalty shall be treated as weighing seven pounds."

Where the invention is such that it may only be applied to existing or unpatented articles or material, write (instead of the expression as to manufacture),

"for every, &c., to which the said invention may be applied by the licensee, &c."

Where royalties are to be paid on sales (with or without previous royalties on manufactures), it will be found convenient to use also *Clause 5, post*, as to reduced royalties on articles unsold at end of licence.

hereto," *and add* (*if appropriate*) "according to the size and description of such article"] (*r*).

2 (*s*). The licensee shall during the continuance of this licence pay to the licensor half-yearly on every —— day of —— and —— day of —— for every —— manufactured by the licensee hereunder in the half-years then ending respectively a royalty of £——, and for every —— sold by him as aforesaid therein respectively a royalty of £——. Royalties (fixed sums) both on manufacture and sales.

3. The gross returns on the sale of each machine by the licensee shall be applied first in satisfaction to him of a sum of £——, or such lesser sum as such returns will amount to, which sum shall be taken to include both the cost price of the article and the profit thereon of the licensee as manufacturer thereof, and as to the balance (if any) of such returns shall be divided equally between the said parties (*t*). Royalties on sale moneys after satisfaction of cost price and manufacturer's profit (licensee being manufacturer and seller).

4. PROVIDED ALWAYS, that the licensee may at the end of each half-year, without giving any previous notice to the licensor of his intention so to do [but not so as thereby to reduce the rent (*u*)], vary the amount of royalties in respect of any of the articles aforesaid not being less than —— in number then in his possession and unsold, by debiting himself therefor in the accounts for such half-year with royalties at the rate of —— shillings per article (*x*), and so that at the end of any succeeding half-year in which the articles last aforesaid shall be sold he shall debit himself in the accounts with further royalties at the rate of —— shillings per article (*y*). Proviso that in lieu of royalties on sales, lower royalties may be paid both on manufactures and sales.

(*r*) In this clause, and other later ones, the assigns of either party or of both of them may be taken to be implied by means of a Transmission Clause. See *Clause* 52, *post*.

(*s*) For variations in the language of this clause as to the nature of the invention, see note (*q*), *ante*.

(*t*) The final share of the licensee will be his profit as a licensee. *Clause* 5, *post*, might be adapted to form a proviso to the above clause, by making the reduced royalty depend on the average selling price for the previous few months or so.

(*u*) That is, if rent be reserved.

(*x*) Or say,

"the royalties in this behalf mentioned in the Schedule hereto."

(*y*) *Ib.* The above proviso should be supplemented by the next proviso as to reduced royalties on articles remaining unsold at the end of the term.

Proviso that unsold articles at end of term shall bear reduced royalties.

5 (*z*). PROVIDED ALWAYS, that at the end or sooner determination of this licence, all articles in the possession of the licensee not then already sold, whether actually complete or only in course of manufacture, shall bear the royalties which would respectively become payable under Clause —— if the same had been actually sold, less, however, a discount of —— per cent. thereof (*a*).

Covenant to pay rent and royalties.

6 (*b*). The licensee shall during the continuance of this licence pay to the licensor the annual sum of £—— (hereinafter called "the rent"), by two equal instalments of £—— each on every —— day of —— and —— day of —— respectively, by way of royalty at the rate of —— shillings per hundredweight on —— hundredweight half-yearly of the said ——, as if such quantity shall in each such half-year have actually been manufactured hereunder by the licensee (*c*), and also, except as next hereinafter provided (*d*), a royalty on the same half-yearly days respectively at the same rate for every hundredweight or lesser quantity of —— manufactured by him hereunder in each such half-year in excess of such quantity of —— hundredweight (*e*).

Another form.

7. The licensee doth hereby covenant, &c. [*Use Clause* 1, *ante*, *p.* 1148, *as to the covenant to pay royalties*.] 'AND ALSO such further sum (if any) as together with the said royalties shall amount to the sum of £—— (hereinafter called "the rent"), [that is to say a sum equal to the amount of royalties on —— of the said articles (*f*)] (*g*).

(*z*) This proviso is to apply only where royalties on sales (with or without royalties on manufacture) are reserved.

(*a*) This clause must be varied for the case of the original royalties not being of fixed amount, *e.g.*, as in *Clause* 3, *ante*. In every such case the reduced royalty might conveniently be some percentage on the average selling price for the last few months or so.

(*b*) For another form, see next clause.

(*c*) Or (if the royalties are to be on sales) say,

"as if such quantity had actually been manufactured, and in each such half-year been sold by him."

(*d*) This refers to the Average Clause. See *Clauses* 8 and 9, *post*.

(*e*) Or (as to sales) say,

"manufactured by him hereunder, and in each such half-year sold by him in excess, &c."

(*f*) If the words in brackets be used care should be taken that the calculation is correct.

(*g*) See the next two clauses (Average Clauses).

8. PROVIDED ALWAYS, that if the rent for any half-year shall exceed the total amount of royalties due therefor, the licensee shall be entitled for any one or more succeeding half-years (so far as necessary for the purpose) for which respectively the total amount of royalties due shall exceed the rent, to a remission of so much of the latter excess as will make up to him the excess of payment made in the half-year for which the rent shall have exceeded the royalties due therefor as aforesaid (*h*). Average clause.

9 (*i*). PROVIDED ALWAYS, that if the licensees shall for the period between the date hereof and the first day of January next, or for any succeeding year, pay a royalty or royalties according to the covenant hereinbefore contained without having actually sold within such period or year the engine or engines on which such royalty or royalties were so paid, they shall be at liberty in any succeeding year or years, without paying any further royalty in respect thereof, to sell to the number requisite to make up such past deficiency aforesaid an engine or engines of the lowest class or (but subject to the payment of the difference in royalties) an engine or engines of any different class or classes. Another form.

10. A royalty of £—— for every carload of —— imported by the licensees into their works for the manufacture as hereinbefore authorised, which term carload shall be deemed to mean a quantity of —— aforesaid of the weight of —— hundredweight (*k*), and so proportionately for any lesser quantity. PROVIDED, HOWEVER, that no apportionment of any royalty shall be made in respect of any quantity less than seven pounds (*l*). Royalties on carloads.

11. Pay . . . . for every shuttle used in weaving as aforesaid the said fabrics without silk and either in warp or weft to a width not exceeding three inches the sum of five shillings for every day or fraction of a day of such use, and to a width exceeding Royalties per shuttle according to width of fabric and period of use.

(*h*) For another form, see next clause.

(*i*) This proviso is to meet the case of royalties of different amounts having been reserved on the sales of engines of different classes, and an annual rent having been fixed covering the royalties on the sales of a certain number of engines of the lowest class.

(*k*) Or (if applicable) write,

"a quantity of —— aforesaid to the extent of —— superficial feet."

(*l*) Or "—— superficial feet."

three inches but not exceeding six inches the further sum of two shillings for every day or fraction of a day of such use, and to a width exceeding six inches but not exceeding nine inches the still further sum of two shillings for every day or fraction of a day of such use, and so on at the rate of two shillings per day or fraction of a day of such use for each and every further extra width of three inches or less. And for every shuttle, &c. [*Similar provision as to the manufacture of the fabrics with silk.*]

Royalties on railway foot-warmers, to which the invention may be applied.

12. A royalty of £—— for the application of the said invention to the first 1,000 foot-warmers or other appliances of a similar character used by the company or any lesser number, and £—— for the like application to every additional 100, and so proportionately in respect of any less number than 100 of such additional appliances.

Royalties to be reduced to lowest for time being in other licences.

13 (*m*). The royalties for any articles aforesaid shall be reduced from time to time so as to equal the lowest royalties for corresponding articles for the time being provided to be paid in similar cases in any other then subsisting licence granted for the said district or any part thereof (*n*). And further, the licensor shall

Early notice to be given to licensee of any licence involving the reduction.

give to the licensee information in writing at the earliest opportunity of any reduction of royalties which ought to be made as aforesaid, and of the circumstances relating to such reduction: Provided always, that the licensor shall not without the written consent of the licensee grant any other such licence unless there be reserved thereunder royalties of the like kinds respectively as

Reduced royalties not to be increased if other licence be determined.

are reserved hereunder payable half-yearly (*o*). Provided also that no royalties reduced as aforesaid so as not to exceed the royalties of any other licence shall be liable to be increased by reason only of the expiration of such licence.

Suspension of rent and royalties while licensor omits to take proceedings for infringements.

14 (*p*). If the licensee shall at any time during the continuance of this licence have reasonable cause to believe that an infringement of the said letters patent had taken or was then taking place within the said district, and shall serve the licensor with a notice

(*m*) For a shorter clause, see *Clause* 34, *post*.

(*n*) Or let there be no limit in the area, *e.g.*, if the intended licence be an exclusive one.

(*o*) Or as provided in the present licence.

(*p*) See *Henderson* v. *Mostyn Copper Co.*, L. R. 3 C. P. 202.

in writing requiring him at the expense of the licensee (*q*) to take proceedings, legal or otherwise, with all due speed in order to prevent or restrain the said infringement or any renewal thereof, and the licensor shall for the space of one week or more after such service unreasonably neglect or refuse so to do, or having commenced, shall for the like space unreasonably neglect or refuse to continue such proceedings, the licensee may at any time thereafter, while the said infringement or renewal thereof shall remain unprevented or unrestrained, on serving the licensor with a further notice in writing for the purpose, be at liberty to withhold payment of any rent or royalties aforesaid thereafter becoming due hereunder (*r*): PROVIDED, HOWEVER, that the suspended payments shall revive (if at all) either on the termination of any proceedings aforesaid resulting in favour of the licensor, or if and whenever it shall be ascertained to the proper satisfaction of the licensee that the alleged infringer or infringers had done nothing to justify any such proceedings being taken against him or them, but the licensee shall in the meantime keep due account of all royalties so suspended. [(*s*) PROVIDED ALSO that the licensee, in addition to requiring the licensor to take any such proceedings as aforesaid, shall, as a condition precedent to the commencement thereof, furnish the licensor with such particulars of and information as to the alleged infringement as should establish a reasonable presumption as to the fact of such infringement.]

Royalties varied as sales of articles continue.

15. Pay to the licensor half-yearly on every —— day of —— and —— day of —— during the said term the following royalties, namely:—For the first 100 articles aforesaid sold by the licensees —— per cent. on the gross proceeds of the sale thereof, and for the next 400 articles aforesaid so sold —— per cent. on the gross proceeds of the sale thereof, and for any further articles so sold as aforesaid —— per cent. on the gross proceeds of sale thereof.

Royalties in descending scale after certain date.

16. PROVIDED ALWAYS, that from and after the —— day of ——, 19—, the said royalties shall be reduced in amount yearly so that for the year 19—, the royalties shall be at rates five per

(*q*) Or at the expense of the licensor. In the latter case the proviso in brackets at the end of this clause should be inserted.

(*r*) Or provide, as in *Clause* 19, that the payments shall be made to trustees.

(*s*) This proviso is to be inserted where the costs of the proceedings are to be borne by the licensor.

cent. less than those for the year 19—, and for each of the second, third and remaining years during the continuance of this licence the royalties shall be at rates five per cent. less than those in the preceding year.

Remission of royalties in the case of bad debts.

17 (*t*). PROVIDED ALWAYS, that every sum not being less than £—— which may be owing to the licensee from any single person, firm, or company, or persons jointly, as the price of articles sold by him in any half-year, shall be treated in the accounts therefor as having been then actually paid to him (*u*), and every sum of whatever amount which at the end of some half-year aforesaid shall have been owing to the licensee as aforesaid for —— calendar months or more shall, unless the licensee shall show to the satisfaction of the licensor that he had taken all reasonable means to recover the said sum, be treated in the accounts for that half-year as having been actually paid to him, but except as aforesaid, and subject to his accounting for any moneys as and when received by him (if at all) in respect of any debts owing to him as aforesaid, no debts at the end of any half-year remaining owing to the licensee for articles sold by him as aforesaid shall be treated in such accounts as moneys actually received by him.

Payments to cease or (pending appeal) to be suspended if patent become void.

18. PROVIDED ALWAYS, that if the said letters patent shall from any cause become wholly or as to some material part of the said invention void, the unpaid balance (if any) not then already due of the said purchase-money shall cease to be payable either at all, and in that case this licence shall absolutely determine without prejudice to the payment of all moneys then already due, or to any right of action by either party then accrued hereunder, or (in the event of a successful appeal from any judgment revoking the said letters patent), during the period for which such judgment shall remain in force, and in the event of such an appeal the right of the licensors to payment of the said balance shall revive, and the same, or so much thereof as shall have fallen due on each half-yearly day (if any) aforesaid within the same period, shall become payable at the date of the said judgment on appeal. PROVIDED

(*t*) This proviso will suit the case of the royalties being by way of a share of the net profits or sale moneys, or can easily be adapted for the case of other kinds of royalties payable in respect of sales.

(*u*) This is, of course, to discourage credit being given for large amounts.

ALWAYS, that the final cesser of payment as aforesaid shall be deemed satisfaction in full to the licensee of any claim by him for damages or compensation by reason of the said letters patent having become void as aforesaid.

But final cesser to be deemed satisfaction of damages.

19. PROVIDED ALWAYS, that pending any proceedings that may be undertaken by any third party in order to obtain the revocation of the said letters patent, the licensee shall pay all royalties for the time being due hereunder to A. B., of, &c., and C. D., of, &c., or such other persons as the parties hereto may select, who shall retain all sums so paid to them until final judgment, whether on appeal or otherwise, shall have been delivered in respect of the said proceedings, and in case such judgment shall be in favour of the licensor, shall pay the said sums to the licensor, but in case it shall be in revocation of the said letters patent, shall pay the same to the licensee, subject as to the said sums in either case to the satisfaction thereout of the costs and expenses of and attending the trusts in respect thereof as aforesaid (*x*).

Royalties to be paid to trustees pending proceedings for revocation of patent.

20. PROVIDED ALWAYS, that if from any cause whatever not attributable to the licensee, the licensor shall for any one half-year become unable to and in fact not supply to the licensee the said material to the amount of —— tons at least, the rent shall not become payable for such half-year, but this proviso shall not affect the obligation of the licensee to pay royalties as aforesaid on the amount of [*the substance manufactured*] in the same half-year actually manufactured by him subject to the operation of Clause —— (*y*).

Cesser of rent while licensor fails to supply material as covenanted.

21 (*z*). All articles delivered or sent by the licensee to any of his sub-licensees according to the terms of their respective sub-licences shall for the purposes of this licence be considered as

Delivery of articles by licensee to his selling sub-licencees to be deemed sales to them.

(*x*) It may be intended, however, only to provide for the return to a licensee, in case the patent should be revoked, of some part of his premium (if any) or such a sum as will make up to him what he has not succeeded in recovering by virtue of the Average Clause. The above clause can, of course, be easily modified to make such a provision.

(*y*) The Average Clause.

(*z*) This clause may be used where the licensee has to pay royalties on sales, but not otherwise. Where the sub-licensees may *manufacture*, it may be provided that articles when manufactured by them shall be deemed sold to them, so as to make royalties payable to the licensor by the licensee thereon.

having been actually sold by the licensee at the respective times when the same shall have left his said works in the possession of or to be delivered to such sub-licensees respectively, and the licensee shall accordingly pay in respect of such articles the royalties provided by Clause —— hereof to be paid in respect of sales less a discount of —— per cent. thereof (*a*).

Commutation of royalties.

22. Provided always, that the licensee may commute the payment of future royalties as from the —— day of ——, 19—, or the last day of any other year thereafter of the said term hereby granted, by serving the licensor with not less than three calendar months' previous notice in writing of his intention so to do, and on such day, or within —— days thereafter, paying to the licensor all sums then due to him hereunder, and a further sum equal to the aggregate of the royalties which (as calculated by the average yearly receipt hereunder of royalties for all the previous years) might become payable for the residue then to come of the said term (*b*), less, however, as to each yearly sum forming the said aggregate a discount therefrom by way of interest thereon at the rate of —— per cent. per annum for the period between the time of commutation and the day when such yearly sum is to be deemed payable, and the licensor shall at the expense of the licensee duly execute to him a release of the said royalties accordingly (*c*).

Patent mark to be used.

23. The licensee shall place on some conspicuous part of every article manufactured by him, as soon as the same shall be completed, a brass plate [*or* "label" *or*, *&c.*], to be furnished by the licensor as and when required by the licensee, bearing a mark (hereinafter called the patent mark) according to the form given in the margin hereof, numbered in order of manufacture with one of the series of the numbers 101, 102, 103, &c., commencing with the first thereof, and the licensee shall not part with the said article or keep the same in his possession without the patent mark so

(*a*) In the absence of such a clause the royalties payable on sales by the licensee will, of course, be also payable on sales by sub-licensees.

(*b*) Where rent is reserved the commutation might be based on the aggregate of the future rent, or the above clause be used.

(*c*) This is a simple method of computing roughly the present worth of the supposed future royalties. A high percentage should be stated, partly as a set-off to some extent to the possible claim that compound interest should be calculated with half-yearly rests, *i.e.*, if the royalties reserved are payable half-yearly.

affixed thereto, and shall not affix to or put on the said machine any other mark, plate, words, or inscription, whether having reference to the said invention or otherwise (except the name and address of the licensee), and shall on each half-yearly day aforesaid, or within twenty-one days thereafter, pay to the licensor for the said plates [*or* "labels" *or*, *&c.*] so furnished in the half-year then ended at the rate of —— shillings per dozen, including the costs of carriage and delivery thereof.

Another form.

24. The licensee shall affix on every box, packet, bottle, jar, or other receptacle of or containing the said ——, as and when manufactured by him, a label or plate bearing the proper patent mark and designation of the said invention, which shall be furnished by the licensor as and when required by the licensee, and shall not sell or part with the possession of any such —— or the receptacle containing it without, &c. [*As in last clause, but perhaps stating different prices for the labels and plates.*]

Licensor to send person to manufactory to affix the patent marks.

25. The licensor shall at his own expense from time to time, as and when reasonably required by the licensee, but in respect only of —— at least in number of such articles at any one time, send some person to the works of the licensee for the purpose of affixing the said plates to such articles aforesaid produced by the licensee as shall not have the same affixed thereto respectively.

Stamping patent articles with a die.

Licensees also to stamp articles sent by other licensees.

26. Every article manufactured under this licence shall be stamped by the licensees with such die as shall be furnished by the licensors for this purpose. And further, every article manufactured under any other licence granted by the licensors in respect of the said invention to any other person or persons shall during the continuance of this licence, as and when required by the licensors or any person authorised by them, and if brought to the licensees for this purpose, be stamped by them with the said die, and the said articles so brought as aforesaid shall be properly stamped and ready for delivery within two days after the same shall have been brought to the licensees, who as to each quantity brought in at one and the same time may charge for the stamping thereof at the following rates respectively, namely, at the rate of —— shillings per dozen, and so proportionately for any part of a dozen not being less than three, or if more than six dozen shall be brought in, then at the reduced rate of —— shillings per dozen, and so proportionately as aforesaid, or if more than twelve dozen shall be brought in, then at the further reduced rate of —— shillings per

Charges to be debited to licensors.

dozen, and so proportionately as aforesaid, and all such charges made in any half-year aforesaid shall be debited to the licensors, and be set off at the end of such half-year against the same amount of royalties payable by the licensee for that period as aforesaid. PROVIDED HOWEVER that every die so furnished as aforesaid shall remain the property of the licensors, and be delivered up as and when required by them.

Dies to be property of licensors.

Clause to be inserted in other licences for licensees to bring articles to licensees hereof to be stamped.

27. Each licence hereafter granted by the licensors in respect of the said invention to any other person or persons than the licensees hereof shall contain a clause or provision by which the licensee or licensees thereunder shall be bound to bring to the licensees hereunder to be stamped in manner aforesaid all articles manufactured under such licence, and to pay for such stamping at the rates at least and otherwise as hereinbefore provided.

No amendment of specification by licensor without consent of licensee.

28 (*d*). The licensor shall not at any time during the continuation of this licence amend the specification for the time being in force at the Patent Office of the said invention, or any other patented invention then subject hereto, without the written consent of the licensee, but such consent shall not be arbitrarily withheld.

Covenant by licensor as to no prior licences, and not to use invention or grant other licences.

29 (*e*). The licensor hath not heretofore granted any licence for the use of the said invention within the said district, and will not during the subsistence of this licence use the said invention, or grant licences in respect thereof, or authorise any person whomsoever to use the said invention within the said district.

Covenant by licensee to manufacture only according to specification [or in default to pay royalties on articles made otherwise, but without prejudice to power of revocation].

30. The licensee shall not, during the continuance of this licence, without the written consent of the licensor, manufacture any article aforesaid without the application of the said invention as described in the specification thereof for the time being in force at the Patent Office, [and in case he shall do so without such consent shall (but without prejudice to the right of the licensor in this respect under Clause —— hereof to revoke this licence) pay to the licensor such sum or sums by way of royalty to the amount or respective amounts and otherwise as aforesaid, in respect of any

(*d*) In general this clause will only be used for licences to manufacture, where the rights are to be exclusive or partially exclusive, or where premiums are to be paid. In a licence merely to sell the patent articles, the clause can hardly be required.

(*e*) For exclusive licences only.

article or articles manufactured by him contrary to this covenant, as if the same had been manufactured in accordance therewith].

Licensee not to assign, mortgage, &c. without consent.

31. The licensee shall not, without the written consent of the licensor first had and obtained, assign, or mortgage, charge, [grant sub-licences in respect of (*f*)] or otherwise deal or part with the possession or control of this licence, or attempt so to do [except by way of sub-licensing as next hereinafter provided (*g*)] [but such consent shall not be arbitrarily withheld].

Express power to grant sub-licences [terms in Schedule]; but notice and particulars to be given.

32. PROVIDED ALWAYS, that it shall be lawful for the licensee to grant sub-licences hereunder which shall respectively be according to the terms (amongst others) mentioned in the Schedule hereto (*h*). PROVIDED ALSO, that the licensee shall immediately after the grant by him of any sub-licence give the licensor written notice thereof, stating the date of the sub-licence, the name and address of the sub-licensee, the nature of the privileges thereby granted, the amount and times for payment of the royalties reserved thereunder, the length of the term comprised therein, and the locality in which the same is to be enjoyed, and also showing that the sub-licence contains the terms hereinbefore provided in this behalf.

Another form (terms set out).

33. The licensee may grant sub-licences hereunder to manufacture and sell the said articles, or only to sell the same, but each sub-licence shall be expressed to take effect at once in possession, and be granted to the sub-licensee personally only, and not to his assigns, and be at royalties only, and not at any fine or premium, and such royalties shall be made payable half-yearly, or at shorter regular periods, and be the highest that can reasonably be gotten, and shall contain covenants by the sub-licensee to perform and observe the covenants and conditions in this licence as to the use of the patent mark, the not disputing the validity of the letters patent, and the manufacturing of articles only according to the specification, and to keep and furnish regularly to the licensee in respect of articles manufactured or sold under the sub-licence accounts of a similar nature to the accounts hereinbefore covenanted to be kept and furnished, and verify such accounts by

(*f*) Omit this reference to sub-licensing if an express power to sub-license is to be given.

(*g*) Retain this matter if either of the next clauses is inserted.

(*h*) In the next clause terms are set out.

statutory declaration, and not to assign or incumber the sub-licence, or attempt so to do, without the written consent of the licensee (*i*), and shall also contain a proviso for revocation of the sub-licence on default being made for twenty-one days in the payment of royalties due thereunder, or on the breach of the other covenants or conditions in the sub-licence, or on the bankruptcy of, or committal of any act of bankruptcy (whether available for adjudication or not) by the sub-licensee, and so that the sub-licensee shall execute and deliver a counterpart of his sub-licence and the licensee shall not, without the written consent of the licensor, release any of the covenants and conditions aforesaid to be performed or observed by the sub-licensee, and shall give the licensor immediate notice in writing of any breach committed by the sub-licensee, and shall, if required by the licensor in writing so to do, revoke the sub-licence on account thereof, and in the event of the revocation, whether as aforesaid or otherwise, of the said sub-licence, shall not, without the like consent, grant any new or further sub-licence hereunder to the same sub-licensee: PROVIDED ALWAYS, that the licensee shall immediately after the grant, &c. [*Proviso as to giving notice and particulars of the grant of every sub-licence as in last clause.*]

Licensor not to grant other licences on terms more favourable than hereunder.

34 (*k*). The licensor shall not grant licences to use or vend the said invention or any part thereof at any place or places [outside the said district] to any other person or persons on terms more favourable to him or them than are granted to the licensees hereunder.

Liberty for licensor to inspect factory.

35. The licensor and his agents shall be at liberty at all reasonable times during the continuance of this licence to enter any place of the licensee where the manufacture or sale of the said articles shall be carried on, in order to ascertain the state or extent of such manufacture or sale, and that all covenants by the licensee herein contained have been or are being performed or observed.

Licensee not to dispute validity of patent.

36. The licensee shall not, during the continuance of this licence nor at any time after the determination thereof, dispute or object to the validity of the said letters patent, or the novelty or utility of the said invention.

(*i*) Add any other covenants, &c. suitable.

(*k*) *Clause* 13, *ante*, p. 1152, is a more extensive one to the same purpose as the above.

37. The licensor shall during the continuance of this licence pay all fees necessary for the renewal of the said letters patent —— days at least before the latest times appointed for the payment thereof respectively, and, when required by the licensee, produce the certificate to him of any payment thereof, or permit the licensee to pay any one or more of such fees, and to deduct the amount of the same if and when so paid by him from the amount of royalties or other sums for the time being due hereunder, and also generally perform and observe the conditions of the said letters patent.

Licensor to pay fees or permit licensee to do so and deduct from royalties and to observe conditions of patent.

38. The licensor shall at all times during the continuance of this licence at his own cost defend every proceeding for revocation of the said letters patent, and at all times aforesaid, at the request and cost of the licensee, commence and prosecute all legal or other proceedings in respect of any infringement or suspected infringement of the said letters patent committed within the said district, or permit the licensee at the like cost so to do in the name of the licensor.

Licensor to defend patent and at cost of licensee to take proceedings for infringements or permit him, &c.

39. The licensee shall use his best endeavours to detect every suspected infringement of the said letters patent within the said district, and shall give the licensor written notice thereof as soon as the licensee shall have suspected and also (if the case) ascertained the same, and shall, at the expense of the licensor as to actual disbursements (if any) made or liabilities (if any) incurred thereby, assist him in any proceedings undertaken by him [unrequested by the licensee] in respect thereof as shall be reasonably required.

Licensee to detect infringements and give notice thereof and assist licensor in proceedings.

40. Either party may at any time determine this licence by serving the other with a written notice of his intention so to do three calendar months at least before the expiration of any half-year aforesaid, and such service shall operate accordingly, but without prejudice to the recovery by either party of any moneys then already due, or to any right of action for past breaches accrued hereunder.

Power for either party to determine licence on notice.

41. If any royalties or other sums payable hereunder by the licensee, or any part thereof respectively, shall for any half-year be not paid within twenty-one days from the expiration thereof (whether demanded or not), or if the licensee shall make default in any other obligation by him herein contained, and (in the case of a breach capable of being made good) shall for the space of —— &c. of licensee.

Power of revocation on default in payments or breach of other obligations or bankruptcy,

days after he shall have been served with a notice in writing by the licensor requiring him to make good the said breach, neglect or omit so to do, or if the licensee shall become bankrupt, or commit any act of bankruptcy, whether available for adjudication or not, then the licensor at any time thereafter, [and notwithstanding any merely implied waiver by him of his right so to do], may, by serving the licensee or his trustee in bankruptcy (if any) with a notice in writing for this purpose, forthwith revoke this licence, without prejudice however to the recovery by the licensor of any moneys then already due, or to any right of action by or on behalf of either party for past breaches accrued hereunder.

Another form (additional to last by referring to unprofitable working and ceasing to work).

42. If the licensee shall not before the —— day of —— commence to manufacture the said articles as aforesaid, or shall in any one complete year ending on the —— day of —— not work the said invention at a profit (*l*), or shall for a period of —— calendar months consecutively or more practically discontinue working the same, or shall in any half-year aforesaid not manufacture (*m*) —— machines at least, or if any royalties or other sums payable hereunder, &c.

[*Continue as in last clause.*]

Power for licensee to determine licence if patent void.

43. PROVIDED ALWAYS, that if the said letters patent shall from any cause become wholly or as to some material part of the said invention void, and incapable of being restored (notwithstanding that any judgment in revocation of the said letters patent to the extent aforesaid shall or shall not be appealed against), the licensee may at any time thereafter, but not after any such judgment shall have been (if the case) reversed on appeal, by notice in writing served on the licensor determine this licence forthwith, without prejudice however to the recovery by the licensor of any royalties or other sums then already due to the licensor, or to any right of action then already accrued to either party hereunder.

Mutual covenant as to improvements, &c.

44. AND EACH of them the said parties hereto doth hereby covenant with the other of them that he will at the earliest opportunity

(*l*) That is to say, the payment of the royalties for any current year must not involve loss (*Kernot* v. *Potter*, 30 Beav. 343).

(*m*) Or "sell," but in that case not necessarily on account only of the royalties being reserved on sales, as the word "sell" would be appropriate even if the royalties were for manufactures.

either at his own place of business, or by post (if suitable), or otherwise, as shall be reasonably required during the continuance of this licence, communicate and explain to the other of them, free of charge except as to expenses out of pocket incurred thereby, every improvement in or addition to the said invention or mode of applying the same, or any discovery useful for the manufacture of the said articles that he may invent, ascertain, or make, or otherwise be entitled to communicate, and that every such improvement, addition or discovery (whether the same shall be or become patented or not) shall during the continuance of this licence be for the use of both parties hereto [or their respective assigns], and if made, invented, or ascertained by the licensor shall for the purposes hereof be deemed part of the said invention.

Covenant by licensor as to improvements made by him.

45. The licensor shall at the earliest opportunity, &c., communicate and explain to the licensees, &c. [*as in last clause down to* "entitled to communicate"] and, at the cost of the licensees as to journeys and other expenses (if any) out of pocket occasioned to him thereby, communicate to them or their agents or workmen not exceeding —— in number, as and when reasonably required by the licensees, the nature of such improvement, addition, or discovery so as to enable them respectively to make full and effective use of the same, and permit the licensees to have the use thereof (whether it shall be or become patented or not), subject as nearly as can be to the covenants and conditions herein contained, as if such improvement, addition, or discovery were part of the premises.

Option to purchase patent after three years.

46. At any time after the expiration of three years from the date and during the continuance hereof, the licensee shall have the option (to be declared in writing) to purchase all the patent rights of the licensor for the United Kingdom and the Isle of Man in respect of the said invention now or which hereafter may be held by him, and the sole and exclusive benefit within the same places of all improvements and additions thereto, and new discoveries useful for the manufacture of the said articles which hereafter may be made by the licensor, at the price of £——, subject to the satisfaction by the licensee up to the time of completion of the said purchase of all his then subsisting obligations hereunder. PROVIDED ALWAYS, that if the said purchase shall from any cause not attributable to any wilful act or default of the licensor not be completed within three calendar months from

but purchase to be completed within three

months from exercise.

the time when such declaration shall have been served on the licensor, he shall on the expiration of the said period be released from any obligation to sell the said patent rights and benefit as aforesaid.

Licensor not to engage in like business within district.

47. The licensor shall not within the said district during the continuance of this licence, either alone or in partnership, or directly or indirectly, whether as shareholder, or debenture holder, or otherwise, engage or be concerned in or promote any company, trade, business, or speculation, for the manufacture, sale, or letting on hire of articles of the same or like nature with any of the articles which can be manufactured or improved by means of the said invention (*n*).

Licensee not to manufacture but licensor to do so for licensee.

48. PROVIDED ALWAYS, that during such time or times as the licensor shall himself either alone or in partnership carry on the business of a —— at —— aforesaid, and shall subject as hereinbefore provided efficiently execute the orders of the licensees for the supply of —— manufactured according to the said invention, the licensees shall not manufacture the like articles, whether as aforesaid or otherwise, but the licensor shall manufacture such articles for the licensees at the price of £—— each, and while bound under this proviso shall not manufacture any such articles for any other person than the licensees or their nominees.

Sale only through brokers common to both parties.

Meetings to regulate prices.

49. Each person party hereto shall sell all products of his manufacture as aforesaid through Messieurs K. & L., of, &c., or some other brokers or broker, at whose offices all persons parties hereto shall hold quarterly meetings for regulating the prices, so as to avoid competition between themselves in the prices of the said products.

Exclusive licence to become non-exclusive if unprofitable working or non-user of invention.

50. PROVIDED ALWAYS, that if during the period of three consecutive calendar months commencing any time after the —— day of —— next, the licensee together with his sub-licensees (if any) shall from any cause whatever cease practically to carry on the business of making and selling the said patented articles, or if for any half-year aforesaid the said royalties shall amount

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(*n*) See *Leather Cloth Co.* v. *Lorsont*, L. R. 9 Eq. 345, as to the restraint of trade caused by such a covenant not being greater than that caused by the patent itself, whereby the covenant was held not to be against public policy.

to less than the sum of £—— (*o*) [the licensee however in that case being at liberty by paying to the licensor a sum sufficient to make up the said sum of £—— to avoid the consequences which would otherwise arise hereunder by reason of such deficiency], then this licence shall as from the expiration of such period or half-year as the case shall be, cease to be exclusive as regards the licensee, and accordingly the licensor may at any time or times thereafter, without giving to the licensee any notice of his intention so to do, grant licences to any other persons respectively for the use of the said invention within the said district upon such terms as he may think fit.

Notices—how served.

51. Any notice intended to be given or served hereunder may be given to or served on the licensee or licensor as the case may be personally, or by leaving the same at his then or last known place of abode or business in the United Kingdom, or by sending the same to such place through the post in a prepaid registered letter addressed to him, and if served by post as aforesaid shall be deemed to have been served at the time when it would be delivered in the ordinary course of post, and in proving such service last aforesaid it shall be sufficient to prove that such letter was put into the post; but if by reason of the absence of any party from the United Kingdom or otherwise he cannot receive or be served with any such notice as aforesaid, the said notice if inserted by the other party once as an advertisement in each of the following newspapers, namely, &c., shall be deemed to have been effectually served on the second day after the day on which the last of such advertisements appeared.

Transmission clause.

52. Except where in any case the context requires a different interpretation, the expression "the licensor" or "the licensee" (*p*), wheresoever used herein, shall extend and be construed to apply also as far as possible to the assigns of the person so designated.

(*o*) Where there is a fixed rent the condition as to the minimum amount of royalties had better be omitted, as also the optional matter in brackets.

(*p*) Add, where appropriate,

"or any other expression referring to either of the same persons."

As to covenants binding assigns, see *Werdermann* v. *Société Générale d'Electricité*, 19 Ch. D. 246, as explained in *Bagot Pneumatic Tyre Co.* v. *Clipper Pneumatic Tyre Co.*, [1902] 1 Ch. 146; and *Dansk Rekylriffel Aktieselskab* v. *Snell*, [1908] 2 Ch. 127.

50. MORTGAGE *of a* PATENT, *with Provisions for* FUTURE ADVANCES, AND REDUCTION OF INTEREST—*Moneys to remain for a* TERM CERTAIN.

[*Ordinary Form.*]

THIS INDENTURE, made, &c., BETWEEN A. B., of, &c. (hereinafter called "the mortgagor"), of the one part, and C. D., of, &c. (hereinafter called "the mortgagee"), of the other part:

Recitals.

Invention, grant and title.

WHEREAS (*q*) the mortgagor was the true and first inventor of improvements in the process of, &c.: AND WHEREAS by letters patent, &c. [*recite grant of patent and devolution (if any) of title or simply that the mortgagor is absolutely entitled to the invention and letters patent mentioned in the Schedule hereto* (*r*)]:

Application for loan.

AND WHEREAS the mortgagor has applied to the mortgagee for a loan of £—— to be secured together with interest thereon by mortgage of the said invention and letters patent and all extensions thereof and otherwise as hereinafter expressed (*s*):

Future advances to be included.

AND WHEREAS it is intended that all future advances (if any) made by or other moneys hereinafter becoming owing to the mortgagee to or from the mortgagor shall together with interest thereon also be secured hereunder.

1*st Testatum.*

In consideration of present advance.

Covenant to repay with interest in six months.

And to repay further advances with interest within six months from same.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of £—— this day paid by the mortgagee to the mortgagor (the receipt whereof is hereby acknowledged) the mortgagor doth hereby covenant with the mortgagee that he the mortgagor will pay to the mortgagee on the —— day of —— next the sum of £—— together with interest thereon at the rate of six per cent. per annum and also within six calendar months from the time or times of the same respectively being advanced or becoming due such other principal moneys (if any) as may be advanced by the mortgagee to or become due to him by the mortgagor together with interest thereon at the

(*q*) This recital may be merged, together with that of the grant (if made to the mortgagor), in a recital that—

"the mortgagor is absolutely entitled to the invention and letters patent mentioned in the Schedule hereto."

(*r*) See last note.

(*s*) If colonial or foreign patents are intended to be mortgaged there should be a preliminary agreement for the purpose, and the mortgages will of course be effected according to the laws of the particular countries.

rate aforesaid from the time or times of the same respectively being advanced or becoming due. AND THIS INDENTURE ALSO WITNESSETH that for the consideration aforesaid the mortgagor as beneficial owner doth hereby assign unto the mortgagee ALL THOSE the said invention and letters patent and the sole and exclusive benefit thereof and of all extensions thereof and all rights, powers, emoluments and advantages whatsoever under or in respect of the said letters patent, TO HOLD the said invention, letters patent and premises unto the mortgagee and his assigns subject to the proviso for redemption hereinafter contained: PROVIDED ALWAYS, that if the mortgagor shall pay to the mortgagee the sum of £—— with interest for the same in the meantime at the rate of six per cent. per annum on the said —— day of —— next and shall also within six calendar months from the time or times of the same respectively being advanced or becoming due, pay to the mortgagee such other principal moneys aforesaid together with interest thereon at the rate of six per cent. per annum from the time or times last aforesaid, then the mortgagee will at any time thereafter at the request and cost of the mortgagor reassign to him the said premises: AND THE MORTGAGOR doth hereby covenant with the mortgagee that if the said sum of £—— or any part thereof shall remain unpaid after the said —— day of —— next or if any other principal moneys advanced or owing hereunder or any part or parts thereof respectively shall remain unpaid after the expiration of six calendar months from the time or times of the same respectively being advanced or first becoming owing, he the mortgagor will pay to the mortgagee so long as the said sum of £—— or part thereof or such other principal moneys or part or parts thereof respectively shall remain unpaid, interest on such sum or other moneys or on such part or parts thereof respectively aforesaid at the rate of six per cent. per annum by equal half-yearly payments on the —— day of —— and the —— day of ——: PROVIDED ALWAYS, that if the mortgagor shall on any —— day of —— or —— day of —— or within thirty days next thereafter pay to the mortgagee interest for the said sum of £—— or other principal moneys aforesaid or such part thereof respectively as shall then remain unpaid at the rate of five per cent. per annum, then such payment of interest shall be accepted by the mortgagee in full discharge of all interest payable hereunder for the half-year in respect of

2nd Testatum.

Assignment of patent and extensions.

Proviso for redemption.

Covenant to pay interest after the fixed dates on sums remaining unpaid.

Proviso for reduced interest on punctual payment.

If interest punctually paid moneys to remain for term certain.

which such payment shall have been made: PROVIDED ALSO that if the mortgagor shall on every —— day of —— and —— day of —— until the —— day of ——, 19— (*t*) or within thirty days after each of the said days respectively pay to the mortgagee interest for the said sum of £—— and other principal moneys (if any) aforesaid at the rate of five per cent. per annum up to the same half-yearly days respectively and shall perform and observe all the covenants and conditions herein contained or to be implied and on his part to be performed or observed, then the mortgagee will not before the said —— day of ——, 19— (*u*) call in the said sum of £—— or other principal moneys aforesaid or any part thereof respectively: PROVIDED ALSO that the mortgagor shall not before the said —— day of ——, 19— (*u*) compel the mortgagee to receive the said sum of £—— or any other principal moneys aforesaid or any part or parts thereof respectively: AND THE MORTGAGOR doth hereby covenant with the mortgagee that the said letters patent are now valid and subsisting and not void or voidable (*x*): AND THAT the mortgagor will during the continuance of this security pay all fees necessary for the renewal of the said letters patent one calendar month at least before the latest time provided by law for payment of the same respectively, and will do all other acts and things necessary for keeping up and maintaining the said letters patent, and will send or deliver to the mortgagee the receipt for every such payment immediately after the same shall have been made, and that in default of the mortgagor paying any such duty or other money or any part thereof or doing any such other act or thing last aforesaid, the mortgagee may if he shall think fit himself make such payment or do or cause to be done such act or thing: AND ALSO that the mortgagor will during the continuance hereof make every endeavour to detect and prevent any suspected or actual infringement of the said letters patent and inform the mortgagee of every suspected or ascertained infringement thereof as soon as the same shall be suspected or ascertained by him, and if and when required in writing by the mortgagee so to do, will commence or take and prosecute or defend

Mortgagee not obliged to accept repayment before end of term.

Covenants.

Validity of patent.

For payment of renewal fees and keeping up of patent.

Detect infringements, &c. and take proceedings, &c.

(*t*) The end of the fixed term.

(*u*) *Ibid.*

(*x*) This is an unqualified covenant according to the usual practice in mortgages.

all legal or other proceedings necessary or suitable for the protection of the said letters patent or the recovery of damages for or restraining the infringement thereof, or will permit the mortgagee (if so willing) so to do and assist him in any such proceedings accordingly: AND ALSO that all moneys and expenses (if any) when paid by the mortgagee for or in respect of any renewal fees or other charges or any proceedings or other matters aforesaid shall remain on the security hereof as moneys advanced as aforesaid (*y*): PROVIDED ALWAYS, that until the mortgagee shall become entitled to exercise the power of sale to be implied herein (*z*) the mortgagor shall be at liberty to use and work the said invention without interruption from the mortgagee and also may, [but so that he shall in each case give to the mortgagee —— days' notice in writing at least of his intention so to do and of the particulars thereof] in the joint names of himself and the mortgagee (and as the attorney of the mortgagee where necessary for this purpose but not so as to involve the mortgagee in any personal liability) grant licences (other than sole and exclusive or partially exclusive ones) to use and work the said invention as from the dates thereof respectively for the whole or any part of the term comprised in the said letters patent at the highest rent or royalties that can reasonably be gotten respectively payable half-yearly, but unless with the written consent of the mortgagee first obtained not for premiums merely or for premiums and royalties together respectively, and each licence aforesaid shall contain provisions enabling the licensors to determine the licence on default being made for thirty days in the payment of any royalties after the respective times therein appointed for the payment of the same, or in case of the breach by any licensee thereunder of any other of the covenants and conditions therein contained and on his part to be performed or observed, and such licensee shall execute a counterpart of his licence: [AND FURTHER the mortgagor shall within fourteen days after the execution of every such licence furnish the mortgagee with particulars in writing of the contents thereof: PROVIDED ALSO that from and after the time when the mort-

Repay moneys expended by mortgagee for above purposes.

Powers for mortgagor to use invention and grant licences until power of sale is exerciseable.

The mortgagor to give notice of the grants and particulars.

(*y*) This provision may be varied by making these moneys, &c. payable on demand, together with interest at the rate, &c., and in the meantime to be charged, together with interest, on the premises.

(*z*) As to this power, see sects. 19—22 of the Conveyancing Act, 1881, and sect. 5 of the Conveyancing Act, 1911.

gagee shall first become entitled to exercise the statutory power of sale to be implied herein (*a*), but subject to any licences which may have been granted as hereinbefore authorised, it shall be lawful for him alone to work the said invention and to grant licences in respect thereof, whether sole and exclusive or non-exclusive or limited or otherwise, and whether at royalties or premiums only or royalties and premiums together, and for such terms of years and upon such other conditions respectively as he may think fit, and that no licence so granted by the mortgagee shall be impeachable by the mortgagor on the ground that no case had arisen to authorise the same, or that the power to grant such licence had been improperly or irregularly exercised, but that the mortgagor or any other person damnified by an unauthorised or improper or irregular exercise of such power of licensing shall have his remedy in damages against the mortgagee or other person who so exercised the power: AND THE MORTGAGOR doth hereby also covenant with the mortgagee that every improvement in or addition to the said invention or new discovery useful for the manufacture of —— now (if at all) in his knowledge and possession or which shall be made or acquired by him (but not his assigns) during the continuance of this security, whether possessed, made or acquired by him solely or in conjunction with any other person or persons, and whether patented or not, shall, together with all patent rights (if any) within the realm obtained in respect thereof, but to the extent only of his interest therein, be comprised in this security, and that the mortgagor will give the mortgagee notice in writing of every such improvement, addition or discovery having been first possessed or made or acquired by him as aforesaid immediately after the same shall have happened, and will so far as practicable make him a co-applicant with the mortgagor for any letters patent in respect thereof, and at the expense of the mortgagor communicate and explain to the mortgagee or his agents every such improvement, addition or discovery, and at the like expense execute and do all assurances and things necessary or

Licences not to be impeached by mortgagor but remedy in damages only.

Covenant as to improvements, &c.

(*a*) After taking possession, which the mortgagee can do at any time unless precluded by a proviso for quiet enjoyment by the mortgagor until default, the mortgagee can grant licences, which might be defeated by the mortgagor after he has redeemed. The proviso in the text gives the mortgagee a power to grant licences which cannot be so defeated.

suitable to make the said improvement, addition or discovery and any patent rights in respect thereof, but to the extent only of the interest of the mortgagor therein, a complete security for the repayment of the moneys intended to be hereby secured as nearly as may be as if the same had or could have been included in the premises as shall be reasonably required by the mortgagee: AND LASTLY that the mortgagor will at his own expense execute and do all assurances and things necessary or suitable for enabling the mortgagee to obtain by way of like security as aforesaid the benefit of any extension of the term comprised in the said letters patent or to the extent of the interest of the mortgagor therein of any term which may be comprised in any other letters patent for the time being subject hereto as shall be reasonably required. AND IT IS HEREBY DECLARED that except where the context requires a different interpretation each of the expressions "the mortgagor" and "the mortgagee" shall wherever used herein be also applicable as far as possible to the assigns of the person designated thereby.

And extensions.

Transmission clause.

IN WITNESS, &c. (*b*).

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51. MORTGAGE *of a Patent by* ONE CO-PATENTEE (*the Inventor*) *to* THE OTHER *for past and present Advances, in pursuance of* AGREEMENT *made pending Application for Patent—The Agreement having* CHARGED *the Patent rights with repayment, and the* JOINT GRANT *having been obtained as* ADDITIONAL SECURITY—*Interest at* FIXED RATE, *and also* ACCORDING TO PROFITS—*On Redemption the Entirety to be assigned to Inventor.*

THIS INDENTURE, made, &c., BETWEEN A. B., of, &c. (hereinafter called "the mortgagor"), of the one part, and C. D., of, &c. (hereinafter called "the mortgagee"), of the other part: WHEREAS the mortgagor as inventor of a new and improved process, &c., made his application for letters patent on the —— day of ——, 19—, and obtained provisional protection in respect of the said invention on the —— day of, &c.: AND WHEREAS by an

Recitals. Invention. Application for patent and provisional protection.

(*b*) The deed should be registered. As to registration generally, see sects. 28, 66—72 of the Act of 1907.

Agreement for the mortgage.

agreement (*c*) dated, &c., and made between the mortgagor of the one part and the mortgagee of the other part it was agreed (amongst other things) that on the respective events therein mentioned the mortgagee should advance moneys to the mortgagor by instalments amounting altogether to the sum of £—— to enable him to obtain the patent for and establish himself at —— in the business of working the said invention: AND THAT as soon as the mortgagee should have advanced the mortgagor the sum of £—— he should be entitled to be made an applicant for the grant of the patent jointly with the mortgagor: AND THAT immediately after the grant thereof the mortgagor should execute a mortgage thereof or of all his interest therein so that the entirety thereof should be vested in the mortgagee to secure the repayment of all advances under the said agreement, together with interest as therein provided, and so that on redemption the entirety of the said patent should be assigned to the mortgagor: AND THAT until the said mortgage should be executed, the patent rights for the time being comprised in the said agreement should stand charged with the repayment of the principal moneys and interest as aforesaid, and the mortgagor should hold the same in trust for the mortgagee to enable him more effectually to enforce the said charge (where necessary): AND WHEREAS ad valorem stamp duty as on a mortgage, namely £——, has been paid on the said agreement to the full extent of the said sum of £——: AND WHEREAS the said patent was duly sealed on the —— day of —— last and granted to the said parties in their joint names: AND WHEREAS in pursuance of the said agreement the mortgagee advanced to the mortgagor the sum of £—— on the —— day of —— last and the sum of £—— on the —— day of —— last: AND WHEREAS all interest as aforesaid has been duly paid to the mortgagee on the said sums of £—— and £—— up to the date hereof (*d*): AND WHEREAS the mortgagor hath established himself at —— aforesaid in the business of working and hath for some time worked the said invention: AND WHEREAS these presents are intended to be the said mortgage with certain modifications (*e*). NOW

Full stamp duty paid on agreement.

Joint patent sealed.

Sums advanced under the agreement.

Interest paid up to date.

Mortgagor established in business of working patent.

(*c*) See the agreement, *ante*, p. 1002.

(*d*) This will be found convenient, and can be deducted from the final advance about to be made. The covenants for payment of principal can thus be simplified, although in variance of the agreement in this respect.

(*e*) These will, in particular, be as to the times for repayment.

THIS INDENTURE WITNESSETH that in pursuance of the said agreement in this behalf and in consideration of the said sums of £—— and £—— so advanced by the mortgagee to the mortgagor as aforesaid and of the sum of £—— now paid (*f*) by the mortgagee to the mortgagor, making together with the said sums of £—— and £—— the said sum of £—— (the receipt of which said sums of £—— £—— and £—— respectively the mortgagor doth hereby acknowledge), he the mortgagor doth hereby covenant with the mortgagee that he the mortgagor will pay to the mortgagee on the —— day of —— next (*g*) the sum of £—— together with interest thereon from the date hereof, firstly at the rate of —— per cent. per annum, and secondly to the extent of one-third share of the net profits (if any) of the said business for the half-year then ending, or such part of the said one-third share as shall be equal to —— per cent. (*h*) of the said sum of £——. AND THIS INDENTURE ALSO WITNESSETH that for the consideration aforesaid the mortgagor as beneficial owner to the extent hereinbefore appearing (*i*), doth hereby assign and release unto the mortgagee the said invention and letters patent and the sole and exclusive benefit thereof and of all extensions thereof, and all rights, powers, emoluments and advantages whatsoever under or in respect of the said letters patent, To HOLD the said invention, letters patent and premises unto the mortgagee subject to the proviso for redemption hereinafter contained: PROVIDED ALWAYS, that if the mortgagor shall on the —— day of —— next pay to the mortgagee the sum of £—— with interest for the same in the meantime, firstly at the rate of —— per cent. per annum, and secondly to the extent of one-third share of the net profits (if any) of the said business for the half-year then ending or such part of the said share as shall be equal to —— per cent. of the said sum of £——, then the mortgagee will at any time thereafter at the request and cost of the mortgagor assign to him the entirety of the

1st Testatum.

In consideration, &c. and final advance now made.

Covenant to pay principal and interest on fixed day.

Interest at fixed rate and also according to profits.

2nd Testatum.

Assignment and release of patent.

Proviso for redemption.

(*f*) Before advancing this sum the mortgagee should, of course, see that the register discloses no mesne incumbrances.

(*g*) At the end of six calendar months.

(*h*) In fixing this percentage it should be noticed that the period is half a year only.

(*i*) This saves the full statement of the mortgagor's interest. He virtually covenants as beneficial owner of the entire patent subject to the agreement and charge, and any acts of the mortgagee in respect thereof.

Further like interest after day of redemption.

said invention, letters patent and premises: And the mortgagor doth hereby covenant with the mortgagee that if the said sum of £—— or any part thereof shall remain unpaid after the said —— day of —— next, he will pay to the mortgagee half-yearly on every —— day of —— and —— day of —— interest (*k*) thereon or on such part aforesaid firstly at the rate of —— per cent. per annum, and secondly to the extent of one-third share of the said net profits (if any) for the time being or such part of the said one-third share as shall be equal to —— per cent. of the principal sum for the time being remaining unpaid hereunder: Provided, however, that if the mortgagor shall on every —— day of —— and —— day of —— until the —— day of ——, 19— (*l*), or within thirty days after each of the said days respectively pay to the mortgagee interest for the said sum of £—— at the rate first mentioned in this behalf, and also further interest in respect of one-third share of net profits as aforesaid up to the same half-yearly days respectively, and shall perform and observe, &c. [*Remainder and following proviso as in last precedent*]:

Moneys to remain for term certain if interest punctually paid.

Covenants.

Validity of patent.

And the mortgagor doth hereby covenant with the mortgagee that the said letters patent are now valid and subsisting and not void or voidable, and that the mortgagor will, &c., &c. [*Continue as in last precedent to the beginning of the covenant as to improvements or additions; then immediately before that covenant as follows*]:

Other clauses (See Mortgage, *ante*, p. 1168.)

Accounts to be kept, inspection allowed, evidence given, &c.

And the mortgagor doth hereby also covenant that he will keep at his usual place of business all proper books of account, and make true and complete entries therein at the earliest opportunities of all particulars necessary or convenient for the purposes hereof relating to the manufacture and sale of the [articles] made according to the said invention and the licences [*or*, sub-licences] granted in respect thereof, and all other dealings by him with or in relation to the said invention and patent rights subject hereto, and to the said business or any of them, and will balance his accounts at the end of each half-year aforesaid; and will at all times during the continuance and for the purposes hereof produce the said books to the mortgagee or his agents or agent, and suffer him or them to inspect and make copies of or extracts from the said books or any of them as and when reasonably

(*k*) The same two kinds or rates of interest as before.
(*l*) The end of the fixed term.

required by him or them, and will give the mortgagee or his agents or agent all information, and, at the expense of the mortgagee, evidence by statutory declaration or otherwise as to the truth of any particulars aforesaid as and when reasonably required by him or them [and will pay the charges and expenses (not exceeding £——) of a chartered accountant (if any) employed by the mortgagee for any half-year to investigate the said books and state of the said business for the purposes aforesaid]: And will at the end of each half-year aforesaid send to the mortgagee a full account and balance sheet for such half-year [*Continue as in last precedent from and including covenant as to improvements or additions to the end thereof*]: AND IT IS HEREBY DECLARED that for the purpose (if necessary) of protecting the mortgagee against any mesne incumbrances the charge effected by the hereinbefore recited agreement dated, &c., as aforesaid shall be kept on foot (*m*). AND IT IS HEREBY DECLARED THAT, &c. [*Transmission Clause as in last precedent*]. Charge kept on foot.

IN WITNESS, &c. (*n*).

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52. MORTGAGE *of a* LICENCE (*the* LICENSOR *not being a Party*) (*o*).

THIS INDENTURE, made, &c., BETWEEN A. B., of, &c. (hereinafter called "the mortgagor"), of the one part, and C. D., of, &c. (hereinafter called "the mortgagee"), of the other part: WHEREAS by a licence under seal dated and made between E. F., of the one part, and the mortgagor of the other part, the said E. F. granted unto the mortgagor and his assigns the sole and exclusive right within the town of, &c., to manufacture articles according to the invention mentioned (together with the letters patent in respect thereof) in the schedule thereto, for the residue of the term of fourteen years comprised in the said letters patent at royalties payable half-yearly on every —— day of —— and ——day of ——, and subject to the covenants and conditions therein contained. AND WHEREAS the mortgagor hath requested the mortgagee to advance *Recitals.* Licence. Intended loan.

(*m*) This is to prevent, if possible, merger of securities in case the agreement should not have been executed as a deed, or registered.

(*n*) The deed should, of course, be registered.

(*o*) If the licensor is made a party, see next precedent.

him the sum of £——, to be secured together with interest thereon by mortgage of the said licence in manner hereinafter appearing.

1st Testatum. NOW THIS INDENTURE WITNESSETH that in consideration, &c., he the mortgagor doth hereby covenant, &c. [*first testatum in Mortgage, p.* 1166, *ante, except as to future advances*].

Covenant to pay principal and interest on redemption day.

2nd Testatum. AND THIS INDENTURE ALSO WITNESSETH that for the consideration aforesaid he the mortgagor as beneficial owner doth hereby assign unto the mortgagee all that the said licence dated, &c., and the full benefit thereof to hold the same unto the mortgagee and his assigns subject to the covenants and conditions therein contained and henceforth on the part of the licensee to be performed or observed, and also subject to the proviso for redemption hereinafter contained: PROVIDED ALWAYS, that if, &c. [*proviso for redemption as in Mortgage, ante, p.* 1167, *except as to future advances*]: AND THE MORTGAGOR doth hereby covenant with the mortgagee, &c. [*covenant for payment of interest after redemption day, as in Mortgage, ante, p.* 1167, *except as to future advances and reduction of interest, &c.*]: AND THE MORTGAGOR doth hereby also covenant with the mortgagee that the said licence is now valid and subsisting, and that all the royalties reserved by the said licence have been paid up to the —— day of —— last (*p*), and that all the covenants and conditions therein contained and on the part of the licensee to be observed and performed have been observed and performed up to this present time: AND THAT the mortgagor will during the continuance of this security duly pay all royalties and other sums (if any) due under the said licence, and observe and perform all the covenants and conditions in the said licence contained and on the part of the licensee to be observed and performed. AND IT IS HEREBY DECLARED (*q*) that until the said —— day of —— next the mortgagor shall be at liberty alone without interruption from the mortgagee to exercise and enjoy all or any of the powers and rights conferred by the said licence. AND IT IS HEREBY

Proviso for redemption.

Covenant for further interest.

Covenants as to validity of licence.

For payment of royalties, &c.

Quiet enjoyment by mortgagor until redemption day.

Transmission clause.

(*p*) The last half-yearly or other date for payment of royalties.

(*q*) If the licensee (mortgagor) has power to grant sub-licences, provisoes similar to those in *Precedent* 50, *ante*, as to the use of the invention and granting of licences by the mortgagor and mortgagee respectively should be inserted in substitution of the above declaration.

ALSO DECLARED, &c. [*Transmission Clause as in Mortgage, ante, p.* 1171.]

In witness, &c. (*r*).

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53. MORTGAGE *of a Licence* (*the* Licensor *being a Party*) (*s*).

THIS INDENTURE, made &c., Between A. B., of, &c. (hereinafter called "the mortgagor"), of the first part, E. F., of, &c. (hereinafter called "the licensor"), of the second part, and C. D., of, &c. (hereinafter called "the mortgagee"), of the third part: Whereas by a licence under seal dated, &c. [*recite licence as in last precedent, but with mention of the rent*]: And whereas in the said licence it is provided that the licensee shall not assign, mortgage, or incumber the same without the consent in writing of the licensor: And whereas the mortgagee hath agreed to advance the mortgagor the sum of £—— to be secured, together with interest thereon, by mortgage of the said licence: And whereas the sum of £—— is now owing to the licensor in respect of rent due to him under the said licence on the —— day of —— last: And whereas except as aforesaid all payments of rent and royalties and other sums under the said licence have been duly made up to the said —— day of —— last: And whereas the licensor hath agreed to join in these presents in order to testify his consent to the assignment of the said licence to the mortgagee upon the terms that the sum of £——, part of the said sum of £——, shall be paid to him the licensor in satisfaction of the said sum of £—— so owing to him as aforesaid, and also that the mortgagee shall enter into the covenant hereinafter expressed to be entered into by him. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement in this behalf, and in consideration of the sum of £—— this day paid to the licensor by the mortgagee at the request of the mortgagor (the receipt whereof the licensor doth hereby acknowledge), and of the sum of £—— this day paid to the mortgagor by the mortgagee (the payment and receipt of which sums of £—— and £—— making together the said sum of £—— the mortgagor doth hereby admit and acknowledge), he the mortgagor

Recitals.
Licence.
Which is not to be assigned, &c. without consent of licensor.
Agreement for advance.
A sum now owing to licensor for rent.
Other sums under licence satisfied.
Licensor agrees to join on payment of arrears and obtaining covenant from mortgagee.
1*st Testatum.*
Covenants to pay principal and interest on redemption day.

(*r*) The mortgage should be registered.
For a clause as to service of notices, use *Sp. Cl.* 51, *ante*, p. 1165.
(*s*) If the licensor is not to be a party, use last precedent.

doth hereby covenant, &c. [*covenant to pay principal and interest, as in the first testatum in Mortgage, ante, p.* 1166, *except as to future advances*]. AND THIS INDENTURE ALSO WITNESSETH that in pursuance of the said agreement in this behalf, and for the considerations aforesaid, he the mortgagor as beneficial owner doth hereby assign, and he the licensor by the direction of the mortgagor as such beneficial owner doth hereby confirm, unto the mortgagee, ALL THAT the said licence dated, &c., and the full benefit thereof: TO HOLD the same unto the mortgagee and his assigns subject to the covenants and conditions in the said licence contained and on the part of the licensee to be performed and observed, and to the covenant by the mortgagee and the proviso for redemption hereinafter contained: PROVIDED ALWAYS, that if, &c. [*proviso for redemption, as in Mortgage, ante, p.* 1167, *except as to future advances*]: AND THE MORTGAGOR doth hereby covenant with the mortgagee, &c. [*covenant for payment of interest after the redemption day, as in Mortgage, ante, p.* 1167, *except as to future advances*]: AND THE MORTGAGOR doth hereby also covenant with the mortgagee that, &c. [*covenants as to validity of the licence, payment of the rent and royalties, and observance, &c. of the covenants in the licence, as in last Precedent*]. AND IT IS HEREBY DECLARED by the mortgagor and mortgagee that until the said —— day of —— next the mortgagor shall, &c. [*declaration as to quiet enjoyment, as in last Precedent*]: AND THE LICENSOR doth hereby covenant with the mortgagee that notwithstanding anything by him the licensor done, omitted, or knowingly suffered, the said letters patent are now valid and subsisting, and not void or voidable, and that the licensor hath now full power to confirm the said licence in manner aforesaid: AND THE MORTGAGEE doth hereby covenant with the licensor that he the mortgagee or his assigns, so long as he or they respectively shall have possession of the premises, or be in the receipt of the profits thereunder, whether during the continuance of this security, or after the foreclosure of the equity of redemption in the premises, or (as to the assigns last aforesaid) after the sale (if any) of the premises under the statutory power to be implied herein, will perform and observe the covenants and conditions in the said licence contained and on the part of the licensee to be performed

2nd Testatum. Assignment of licence.

Subject to covenants, &c. in licence and covenant by mortgagee and proviso for redemption.

Proviso for redemption.

Covenant for further interest.

And as to validity of licence, payment of future rent, &c.

Quiet enjoyment by mortgagor until redemption day.

Covenants by licensor with mortgagee.

As to validity of licence and power to confirm the mortgage.

Covenant by mortgagee with licensor to perform covenants in licence during possession.

(*t*) These covenants may be regarded as a set-off against the covenant by the mortgagee (see later).

and observed for the time being (*u*): PROVIDED ALWAYS, that the obligation of the mortgagee under this covenant shall on the assignment by him (with the consent of the licensor) of the premises, whether by way of transfer of his mortgage hereunder, or on sale by him of the premises, or otherwise, entirely cease as to the performance and observance by him of the covenants and conditions last aforesaid then remaining to be performed and observed, and as to which no right of action shall then already have accrued, if he the mortgagee shall procure from the transferee or assignee a substituted covenant by him with the licensor or his assigns to the like purport and effect as this present covenant so far as the same shall be applicable: PROVIDED ALSO that nothing herein contained shall be construed or operate so as to absolve the mortgagor from any of his obligations under the said licence. AND IT IS HEREBY DECLARED, &c. [*transmission clause, as in Mortgage, ante, p.* 1171].

Proviso for obligation to cease on mortgagee procuring a substituted covenant from assigns.

But no release to mortgagor from his covenants or licence.

IN WITNESS, &c. (*x*).

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54. SPECIFICATION *of an Invention of a* PROCESS *and* MEANS *for* SOLDERING ALUMINIUM.

PROVISIONAL SPECIFICATION.

Process and Means for Soldering Aluminium.

Title.

I [*inventor*], of, &c., do hereby declare the nature of this invention to be as follows:—

Declaration as to nature of invention.

My invention relates to a process and means for soldering the metal aluminium, either to itself or to other metals or alloys, such, for example, as gold, silver, platinum, nickel, cobalt, copper, tin, lead, iron, zinc, German silver, brass, or bronze. For this purpose I provide an alloy of zinc, preferably consisting of zinc, tin, and lead, which I apply to the aluminium at the part or parts where soldering is to be effected, and I also employ as an intermediary a material which will prevent oxidation of the aluminium.

Statement.

(*u*) This covenant, coupled with the provisoes which follow, will place the mortgagee on a similar footing to that of an assignee of a lease.

(*x*) The mortgage should be registered. For a provision as to service of notices, see *Sp. Cl.* 51, *ante*, p. 1165.

If necessary I first clean (by scraping or otherwise) the surface of the aluminium, at the part or parts where soldering is to be effected, and I then apply to the said part or parts paraffin wax, or other suitable matter, which will liquefy or flow at a low temperature. I then apply the before-mentioned alloy to the part or parts where soldering is to be effected, and I then apply heat. Before the heating has reached a degree sufficient to injure or cause the oxidation of the aluminium, the paraffin wax, or its equivalent, will be melted, and will exclude air, whilst and until the alloy becomes melted, and attaches itself to the aluminium. Where aluminium is to be joined to aluminium, both surfaces to be attached will be thus treated; but where aluminium is to be joined to other metal, or alloy, which can ordinarily be united by soldering, the aluminium only need be prepared in this way. The pieces of metal, with the aluminium so prepared, can be attached by any ordinary or suitable solder. It will be understood that, if desired, the alloy may be coated with the paraffin wax, or its equivalent, in substitution for, or in addition to, the coating of the aluminium surface.

Dated this —— day of ——, 19—.

[*Signature of agent.*]

Agent for the said [*inventor*] (*y*).

Complete Specification.

Title. *Process and Means for Soldering Aluminium.*

Declaration as to nature of invention. I [*inventor*], of, &c., do hereby declare the nature of this invention, and in what manner the same is to be performed, to be particularly described and ascertained in and by the following statement:—

Statement. My invention relates to a process and means for soldering the metal aluminium either to itself, or to other metals, or alloys, such, for example, as gold, silver, platinum, nickel, cobalt, copper, tin, lead, iron, zinc, German silver, brass, or bronze. For this purpose I provide an alloy, preferably consisting of zinc, tin, and lead, which I apply to the aluminium, at the part or parts where

(*y*) The specification and the duplicate thereof must be signed at the end and dated; see Patents Rules, 1908.

soldering is to be effected, and I also employ as an intermediary a material which will prevent oxidation of the aluminium.

If necessary I first clean (by scraping or otherwise) the surface of the aluminium at the part or parts where soldering is to be effected, and I then apply to the said part or parts paraffin wax, or other suitable matter which will liquefy or flow at a low temperature. I then apply the prepared alloy to the part or parts where soldering is to be effected, and I then apply heat. Before the heating has reached a degree sufficient to injure or oxidize aluminium, the paraffin wax, or other equivalent, will be melted, and will exclude air, whilst and until the alloy becomes melted, and attaches itself to the aluminium. Where aluminium is to be joined to aluminium, both surfaces to be attached will be thus treated, but where aluminium is to be joined to other metal or alloy, which can ordinarily be united by soldering, the aluminium only need be prepared in this way; the pieces of metal with the aluminium so prepared can be attached by any ordinary or suitable solder. It will be understood that, if desired, the alloy may be coated with the paraffin wax, or its equivalent, in substitution for, or in addition to, the coating of the aluminium surface.

Whilst not limiting myself to the following procedure, I will give the best means with which I am acquainted for carrying my invention into effect, as applied to soldering two pieces of aluminium together. I prepare an alloy of five parts zinc, two parts tin, and one part lead, and this I roll into thin sheets. I then scrape the parts of the aluminium to be attached, and I coat them with paraffin wax. I then place on each of the surfaces a piece of the alloy, and I apply heat. The wax first melts, and then, when a higher heat is obtained, the alloy melts, and on cooling will be found to be firmly attached to the aluminium surfaces, which can then be soldered together as ordinary soldering is effected. Where aluminium is to be soldered to other metals, which do not require the foregoing preparations, such preparation is, of course, only effected with respect to the aluminium surface.

Having now particularly described and ascertained the nature of my said invention, and in what manner the same is to be performed, I declare that what I claim is:— Claim.

First:—The process of soldering aluminium, consisting in the

employment of a zinc alloy, with the intervention of a substance which will melt at a low temperature, and prevent oxidation or injury of the aluminium, substantially as hereinbefore described.

Second:—An alloy, or compound for soldering aluminium, consisting of zinc, tin, and lead in substantially the proportions set forth.

Third:—In soldering aluminium, the use of paraffin wax, or the equivalent thereof, as hereinbefore defined, for preventing injury or oxidation of the aluminium, substantially as hereinbefore described.

Dated this —— day of ——, 19—.

[*Signature of agent.*]

Agent for the said [*inventor*] (*z*).

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55. SPECIFICATION *of an* INVENTION *of* IMPROVEMENTS *in* TELEPHONIC APPARATUS.

PROVISIONAL SPECIFICATION.

Title.

Improvements in Telephonic Apparatus.

Declaration as to nature of the invention.

I [*inventor*], of, &c., do hereby declare the nature of this invention to be as follows:—

The principal object of my invention is to provide means, whereby a return current is transmitted to the sending station, to indicate that the bell at a distant station has sounded, in cases where a magneto call apparatus is used.

According to my invention, I provide the armature of the bell with an arm, pendulum, or equivalent moving part, acting as an automatic switch, by which contact is made and broken in the primary circuit of the induction coil, so that a secondary current is sent to the station of origin, or so that a current from a battery is transmitted to the sending station to denote that the bell has sounded at the distant station.

I may use a coil caused to move before the poles of a permanent magnet to generate the return current.

(*z*) The specification and the duplicate thereof must be signed at the end and dated; see Patents Rules, 1908.

In applying my invention to the —— telephone, I prefer to carry the transmitter in the door of the signalling apparatus, and the receiver on a door or flap below the ordinary door, and covering a box containing the induction coil and switch. The said transmitter and receiver are thus situated at or about right angles to their usual position, so as to economize space, and give room for the battery behind and below the receiver.

To provide a lightning arrester for the telephone, which can be readily renewed, I separate the terminal screw plates by a considerable space, and bridge it by a spring, between which and one of the plates, paper or other readily renewable non-conducting material is placed.

Dated this —— day of ——, 19—.

[*Signature of agent.*]

Agent for the said [*inventor*] (*a*).

Complete Specification.

Improvements in Telephonic Apparatus. Title.

I [*inventor*], of, &c., do hereby declare the nature of this invention, and in what manner the same is to be performed, to be particularly described and ascertained in and by the following statement:— Declaration as to nature of invention.

The object of my invention is to provide means whereby a return current is transmitted to the sending station, to indicate that the bell or calling device at a distant station has been sounded, or operated, applicable more especially in cases where a magneto call apparatus is used. Statement.

According to my invention, I provide the armature of the bell, or moving part of the calling device, with an arm, pendulum, or equivalent moving part which, owing to the movement for operating the bell or device, vibrates or moves so as to send a return current back to the sending station, to give the required indication. The said pendulum, or its equivalent, may for this purpose act as an automatic switch, by which contact is made and broken in the primary circuit of the induction coil, and an induced current is sent to the sending station, or so that a current from a battery is transmitted to the sending station, to denote that the bell has sounded, or calling device been operated, at the distant station. Or the said

(*a*) As to signature, see *ante*, p. 1180, note (*y*).

pendulum may carry a coil caused to move before the poles of a magnet, so as to induce the necessary return current, or the magnet may similarly be carried by the pendulum, and be caused to move in proximity to a coil for the same purpose.

My invention applies to the operation of the pendulum as a switch, to make and break contact in a circuit with the primary of the induction coil, to send induced currents along the line to the sending station, when the pendulum vibrates after the bell or calling device has operated, so as to act as an automatic switch, but it is to be understood that my invention is not limited in its application of causing the pendulum, or the like, to effect the production of the return current, nor is it limited to this particular form of instrument.

In the accompanying diagram [*Describe invention, particularly by reference to diagram annexed*].

Having now particularly described, and ascertained the nature of my said invention, and in what manner the same is to be performed, I declare that what I claim is—

Claim. 1. In telephones, the combination with the bell or calling device of a pendulum or automatic switch, operated by the movement, which sounds the bell or actuates the calling device, so as to send a return current, substantially, as and for the purpose hereinbefore described.

2. In telephones, the combination with the armature of the bell of a pendulum, which is vibrated by the movement of the armature, and by its vibrations generates or induces a return current, substantially as and for the purpose hereinbefore described.

3. In telephones, the combination with the battery circuit and the primary of the induction coil of a circuit, which is closed and opened by the vibrations or oscillations of a pendulum, or its equivalent operated by the movement, which sounds the bell, or actuates the calling device, substantially as hereinbefore described.

4. In telephones, the combination with the bell armature of the pendulum, and with the battery circuit of the springs, substantially as and for the purpose described.

Dated this —— day of ——, 19—.

[*Signature of agent.*]

Agent for the said [*inventor*] (*b*).

(*b*) As to signature, see *ante*, p. 1182, note (*z*).

RAILWAYS(*a*).

1. NOTICE *to* TREAT, *&c.*, *for* PURCHASE *of* LANDS.

A. and B. Railway. C. Branch.

The A. and B. Railway Company, incorporated by an Act of Parliament passed in the sixth year of the reign of his late Majesty King William the Fourth, intituled "An Act for making a railway from A. to B., with branches to the towns of ——, in the county of ——, and ——, in the county of ——," do hereby, in pursuance of the powers and provisions of the said Act; of an Act of Parliament passed in the ninth year of the reign of Her Majesty Queen Victoria, intituled "An Act to amend the Acts relating to the A. and B. Railway, and to authorise the formation of a junction railway and several branch railways connected with the same," of "The Lands Clauses Consolidation Act, 1845," and of "The A. and B. Railway (C. Branch) Act, 1852," give you notice, that they the said company require to purchase and take for the purposes of the said C. branch railway and works authorised by the said Acts secondly and last hereinbefore mentioned, a certain portion of the lands and hereditaments situate in the parish of ——, in the county of ——, which on the map or plan, and in the book of reference deposited in the year one thousand eight hundred and fifty-four at the office of the clerk of the peace for the said county of ——, as mentioned in the said secondly mentioned Act, is numbered ——; and that the said portion of land so required to be purchased and taken by the said company is particularly delineated and described in the map or plan hereunto annexed, and is the part thereon coloured ——, containing in the whole —— or thereabouts; And the said company do hereby further give you notice, that, it appearing to the said company that you, or some or one of you, are or are reputed to be entitled to or interested in the said portion of land, or enabled or entitled to sell and convey or release the same, the

(*a*) See also "Compensation," "Parliamentary Documents."

said company are willing and hereby offer to treat with you as to the purchase thereof and as to the compensation to be made to you and every of you, and all the parties interested or concerned therein, for the damage that may have been or may be sustained by you and them respectively by reason of the execution of the aforesaid branch railway and works: And the said company do hereby demand of you and every of you the particulars of your several estates and interests in the said portion of land, and of the claims made by you and every of you in respect thereof, and do require you to deliver such particulars at the office of the said company in the city of —— within twenty-one days from and after the receipt hereof, in default whereof the said company will proceed forthwith to procure the amount of the said purchase-money and compensation payable in respect of the said portion of land to be settled in the manner prescribed by " The Lands Clauses Consolidation Act, 1845."

Dated this —— day of ——, one thousand nine hundred and ——.

Signed on behalf of the said A. and B. Railway Company.

——, Secretary.

To A. B. and C. D. and E. F. and all and every other person or persons whom it may concern.

Herewith is sent a schedule of claim, which you are requested to fill up and return.

Schedule to be filled up by Parties claiming, &c.

First, state the name, address and description of the party making the claim.

State the particulars of the estate, share and interest in or upon the said lands in respect whereof the claim is made, whether in respect of an estate of freehold, &c.

[*so setting forth, under separate titles, the various particulars which the owners and lessees are required to specify.*]

2. NOTICE *to* ARBITRATORS *requiring them to appoint an* UMPIRE.

To Mr. —— of ——, in the parish of ——, in the county of ——, gentleman; and to Mr. —— of ——, in the parish of ——, in the county of ——, land agent:

Whereas the —— Railway Company have, by their appointment in writing under the hand of ——, their secretary, bearing date the —— day of ——, pursuant to "The Lands Clauses Consolidation Act, 1845," appointed you the said —— to be the arbitrator on the said company's behalf, to settle certain questions, disputes and differences between me the undersigned —— and the said —— Railway Company, set forth and referred to in the said appointment; and I the said —— have, by an appointment in writing under my hand bearing date the —— day of ——, pursuant to "The Lands Clauses Consolidation Act, 1845," appointed you the said —— to be the arbitrator on my behalf, to settle certain questions, disputes and differences between me the said —— and the said —— Railway Company, set forth and referred to in the said appointment, being the same questions, disputes and differences as are referred to or set forth in the appointment of the arbitrator of the said —— Railway Company, and I have delivered the said nomination and appointment to you the said ——: Now I, the said ——, being one of the parties to such arbitration, do hereby request you the said arbitrators, before you enter upon the matters referred to you, to nominate and appoint, by writing under your hands, an umpire to decide on any such matters so referred to you as aforesaid, on which you shall differ, or which shall be referred to such umpire under the provisions of "The Lands Clauses Consolidation Act, 1845," or "The —— Railway Act, 1846;" and in case for seven days after this request you shall neglect to appoint an umpire, I shall apply for the appointment of an umpire to decide on any such matters so referred to you on which you shall differ, or which shall be referred to such umpire under the provisions of "The Lands Clauses Consolidation Act, 1845," or "The —— Railway Act, 1846," pursuant to the twenty-eighth section of "The Lands Clauses Consolidation Act, 1845," in that behalf.

Witness my hand the —— day of ——, one thousand nine hundred and ——. T.H.

3. NOTICE *from* OWNER *requiring* COMPENSATION *requiring* ARBITRATION.

To the —— Railway Company.

Whereas, in exercise of the powers contained in the Act or Acts of Parliament, under which you are authorised to make and construct a certain railway from —— to ——, you have entered upon [*or*, "and taken"] certain parcels of land [*here describe the lands with particularity, as in the notice, Form No.* 1, *ante*], for the purpose of making spoil banks and side cuttings thereon [*or*, "for the purpose of obtaining therefrom materials for the construction [*or*, "repair"] of the said railway" [*describe the injuries done to the lands according to the facts*]], and for other purposes connected with the construction of the said railway, whereby the said lands have been damaged and injuriously affected*: Now I, the undersigned A. B., being the owner in fee simple of the above-mentioned lands, do hereby, in pursuance of the statutes in that case made and provided, give you the said company notice, that I require you to pay me compensation in respect of my said lands, which you have damaged and injuriously affected [*or*, "taken"] as aforesaid, and in respect of my interest therein, and that the amount of my claim for compensation, by reason of the premises, is £——. And further take notice, that, unless you are willing to pay to me the said sum of £——, and shall enter into a written agreement for that purpose within twenty-one days after the receipt by you of this notice, then it is my desire that the amount of compensation to be paid to me by you by reason of the premises shall be ascertained by arbitration, according to the provision of the Act or Acts of Parliament in that case made and provided. And if you fail to pay me the said sum of £——, or to enter into such written agreement as aforesaid, within the said twenty-one days, then and in that case I do hereby request and require you to nominate and appoint an arbitrator to act on your behalf in the matter of the said arbitration.

Witness my hand this —— day of ——, in the year of our Lord 19—.

A.B.,
of [*insert address*].

4. NOTICE *from a* TENANT *in* TAIL, *&c., requiring* COMPENSATION *to be settled by Arbitration.*

To the —— Railway Company.

Whereas, &c. [*as in the Form No.* 3, *supra, to*; then proceed as follows:*] Now I, the undersigned A. B., being the tenant in tail [*or*, "being committee of E. F., Esq., a lunatic, the owner in fee simple," *as the case may be, setting forth the estate and interest of the parties in the lands:*] of the above-mentioned lands, do hereby, in pursuance of the statutes in that case made and provided, give you the said company notice, that I require you to pay compensation in respect of the said lands, which you have damaged and injuriously affected [*or,* taken"] as aforesaid, and in respect of my estate and interest therein, and that the amount of the claim for compensation, by reason of the premises, is £——. And further take notice, that, unless you are willing to pay or deposit the said sum of £——, and shall enter into a written agreement for that purpose, within twenty-one days after the receipt by you of this notice, then it is my desire that the amount of compensation to be paid by you by reason of the premises shall be ascertained by arbitration, according to the provisions of the said statutes in that case made and provided. And if you the said company fail to pay or deposit the said sum of £——, or to enter into such written agreement as aforesaid within the said twenty-one days, then and in that case I do hereby request and require you to nominate and appoint an arbitrator to act on your behalf in the matter of the said arbitration.

Witness my hand this —— day of ——, in the year of our Lord 19—.

A. B.,
of [*here insert address*].

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5. NOTICE *by* COMPANY *Three Weeks before* LANDS *entered for* TEMPORARY OCCUPATION.

—— Railway.

The —— Railway Company incorporated by virtue of an Act, intituled [*insert the title of the special Act*], hereby give you and each and every of you notice, that, under the provisions of the said Act, the temporary possession of certain pieces or parcels of land,

called ——, situate in the parish of ——, in the county of ——, containing by estimation —— A. —— R. —— P., or thereabouts, which said pieces or parcels of land are more particularly delineated and described in the plan and schedule hereunto annexed [*as the case may be, as in the notice, Form No.* 1, *ante, p.* 1185], is required by the said company, for the purpose of carrying into execution the purposes of the said Act; and further take notice,* that they the said company intend, at the expiration of three weeks from the service upon you of this notice, to occupy the said lands, so long as may be necessary for the construction [*or,* "repair"] of the said railway and the accommodation works connected therewith, and to use the same as they are authorised in that behalf by the said Act or otherwise; that is to say, for the purpose of taking earth or soil by side cuttings therefrom [*or,* "for the purpose of depositing soil thereon," *or,* "for the purpose of obtaining materials therefrom for the construction [*or,* 'repair'] of the said railway and accommodation works," *as the case may be*]. And, in pursuance of the directions contained in the said Railway Act, and a certain Act incorporated therewith, intituled "The Railways Clauses Consolidation Act, 1845," you and each and every of you are hereby informed, that by sects. 39, 42, 43 and 44 of the said last-mentioned Act the following provisions are made respecting the right of the owners and occupiers of lands, whereof temporary occupation is required, to require the company to purchase any such lands, or to receive compensation for the temporary occupation thereof; that is to say, by sect. 39 [*here the foregoing sections may be given at length, or the substance only may be stated*].

Witness our hands this —— day of ——, in the year of our Lord 19—.

A. B. } *Directors of the said railway*
C. D. } *company.*

[*Or,* "E. F., *Treasurer* [or, '*Secretary*'] *of the said railway company.*"]

To A. B., Esq., owner, and C. D. and E. F., occupiers of the lands above mentioned, and to all other persons whom it may concern.

6. NOTICE *by* COMPANY *Ten Days before* LANDS *are* TEMPORARILY OCCUPIED.

—— Railway.

The —— Railway Company, incorporated, &c. [*as in the foregoing notice, No. 5, to*; then proceed as follows:*] that they the said company intend, at the expiration of ten days (*b*) from the service upon you of this notice, to occupy the said lands as long as may be necessary for the construction [*or*, "repair "] of the said railway and the accommodation works connected therewith, and to use the same as they are authorised in that behalf by the said Act or otherwise, for the purpose of, &c. [*here insert any special purpose requiring only ten days' notice* (*b*)]. And in pursuance of the directions contained in the said Act, and in a certain Act incorporated therewith, intituled "The Railways Clauses Consolidation Act, 1845," you and each and every of you are hereby informed that by sects. 39, 43 and 44 of the last-mentioned Act the following provisions are made respecting the right of the owners and occupiers of lands to demand and receive compensation in all cases where temporary possession of lands for the purposes aforesaid shall be taken by the company by virtue of the powers in the hereinbefore-mentioned Act or Acts contained; that is to say, by sect. 39 [*here the foregoing sections may be given at length, or the substance only may be stated*].

Witness our hands this —— day of ——, in the year of our Lord 19—.

A. B. } *Directors of the said railway*
C. D. } *company.*

[*Or*, "E. F., *Secretary* [or, '*Treasurer*' *of the said railway company.*"]

To A. B., Esq., owner and C. D. and E. F., occupiers of the lands within mentioned, and to all other persons whom it may concern (*c*).

(*b*) By sect. 33 of the Railways Clauses Consolidation Act, 1845, three weeks' notice must be given where lands are required for spoil banks or for side cuttings or for obtaining materials for the construction or repair of the railway; ten days' notice where they are required for any of the other purposes mentioned in the Act.

(*c*) As to the proper mode of serving notices, see 8 Vict. c. 20, s. 34.

7. NOTICE *from* OWNER *or* OCCUPIER *to the* COMPANY *requiring them not to use land for temporary purposes.*

To the —— Railway Company.

Whereas, by a certain notice under the hand of A. B. and C. D. [*as the case may be*], bearing date the —— day of —— last, I am informed that you intend to occupy (for temporary purposes) and use certain lands [*or*, " lands and materials "] belonging to me [*or*, " in my occupation "], situate at, &c., for the purposes in the said notice particularly mentioned: [*This recital will vary according to the nature of the notice which the company may have given:*] Take notice, that I the undersigned ——, as the owner [*or*, " occupier "] of such lands, do hereby, in pursuance of the statute in that case made and provided, object to your making use of such lands, or of any part or parcel thereof [*as the case may be*]*; and that the ground of my said objection is, that the lands proposed by you to be taken as aforesaid [*or*, some part thereof, and the materials contained therein] are essential to be retained by me [*or, if the notice is given by the occupier,* " by A. B., Esq., the owner thereof"], in order to the beneficial enjoyment of other neighbouring lands belonging to me [*or*, " to him "]. And further take notice, that you are hereby required not to enter upon or use the said lands in any manner whatsoever, and that it is intended forthwith to apply for an order of justices to prevent the said lands [*or*, " lands and materials "] from being at any time taken or used by you.

Witness my hand this —— day of ——, in the year of our Lord 19—.

A. B., *owner* [or, " *occupier* "] *of the said lands.*

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8. NOTICE *from* OWNER *or* OCCUPIER *to* COMPANY *requiring them not to use lands for Temporary Purposes, on the ground that other lands are more fitting to be used.*

To the —— Railway Company.

Whereas, by a certain notice, &c. [*as in the foregoing notice, Form No. 7, to*; then proceed as follows:*] and that the ground of my said objection is, that certain lands called or known by the

name of ——, situate at ——, in the occupation of one —— [*as the case may be, describing the lands accurately*], being lands lying contiguous or near to those proposed by you to be taken for the said purposes in the said notice mentioned, are more fitting to be used for such purposes by you the said company. And further take notice, that you are hereby required not to enter upon or use the said lands referred to in your said notice in any manner whatever, and that it is intended forthwith to take the necessary steps to prevent the said lands [*or*, "lands and materials "] from being at any time taken or used by you.

Witness my hand this —— day of ——, in the year of our Lord 19—.

A. B., *owner* [or, "*occupier* "] *of the said lands*.

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9. ORDER *of* JUSTICES *that* LANDS *for* TEMPORARY PURPOSES *shall not be* TAKEN, *the same being* NECESSARY *for the* BENEFICIAL ENJOYMENT *of* OTHER LANDS.

—— } Whereas it hath been made to appear unto us, A. B. and
to wit. } C. D., two of his Majesty's justices of the peace acting in and for the said county, in petty sessions assembled, that the —— Railway Company did, by notice in writing, under the hand of the secretary of the said company, bearing date ——, and addressed to A. B., of ——, give notice that they intended to enter upon certain lands situate, lying and being in the aforesaid county of ——, belonging to the said A. B., more particularly mentioned and described in the said notice, for the purpose [*as specified in the notice*]; and that the said A. B. did, by notice in writing to the said company, within ten days after the service of such first-mentioned notice, object to the said company making use of such lands, on the ground* that the lands proposed to be taken for such purposes are essential to be retained by him, the said A. B., in order to the beneficial enjoyment of other neighbouring lands belonging to him; and whereas the said company, being duly summoned, and also the said A. B. did come and appear before us the said justices: Now we the said justices, having duly considered the circumstances of the case, and having inquired into the truth of such ground of objection on the part of the said A. B., do, for the reason hereinafter assigned, hereby order that the

said company shall not take or use, without the previous consent, in writing, of the said A. B., any of the lands or materials in the said notice alleged to be required by the said company, and so proposed to be taken, on the ground that the said lands are essential to be retained by the said A. B., in order to the beneficial enjoyment of his other neighbouring lands, by reason that the occupation of the lands for the purposes aforesaid, by the said company, would [*here state the special reasons*].

Given under our hands and seals this —— day of ——, A.D. 19—.

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10. ORDER *of* JUSTICES *that* LANDS *other than those* ORIGINALLY REQUIRED *by the* COMPANY *shall be taken.*

—— } [*Form 9 to *, then proceed as follows:*] That other
to wit. } lands in the said county of ——, lying contiguous or near to those proposed to be taken, belonging or reputed to belong to C. D., and in the occupation of E. F., and which are authorised to be taken by the said company for the purposes aforesaid, under the provisions of the said Acts, are sufficient in quantity for the purposes of, and are more fitting to be used by the said company; and whereas the said company have refused and still refuse to occupy such last-mentioned lands, in lieu of those mentioned in the notice served by them upon the said A. B.; and whereas the said company and the said C. D. and E. F. being duly summoned, together with the said A. B., did come and appear before us, the said justices: Now we, the said justices, having heard the evidence of the said several parties and their respective witnesses, and considered the circumstances of the case, do order and determine that the said company do use, and we do hereby authorise them to occupy and use accordingly, the lands belonging to the said C. D., and in the occupation of the said E. F. [*describing the lands*], for the purposes aforesaid, instead and in lieu of the lands of the said A. B., originally proposed to be taken by the said company, as aforesaid.

Given under our hands and seals this —— day of ——, A.D. 19—.

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11. NOTICE *where the* OWNER *of* LANDS TAKEN *for* TEMPORARY PURPOSES REQUIRES *the* COMPANY *to* PURCHASE.

To the —— Railway Company.

Whereas, in exercise of the powers contained in the Act or Acts of Parliament under which you are authorised to make and construct a certain railway from —— to ——, you have entered upon certain parcels of lands [*here describe the lands with particularity*], for the purpose of making spoil banks and side cuttings thereon [*or*, "for the purpose of obtaining therefrom materials for the construction [*or*, 'repair'] of the said railway," *as the case may be*] and for other purposes connected with the construction of the said railway; and whereas, by the said Act or Acts of Parliament, authority is given to the owners or occupiers of lands so entered upon as aforesaid, or to parties having such estates or interests therein as, under the provisions in the said Act or Acts mentioned, would enable them to sell or convey lands, to serve notice in writing on the company who shall have entered on such lands for the purposes aforesaid, requiring them to purchase such lands or the estates and interests therein capable of being sold and conveyed:* Now I, the undersigned A. B., being the owner in fee simple of the above-mentioned lands, do hereby, in pursuance of the authority aforesaid, give you the said company notice, that I require you to purchase the said lands of me, and all my estate and interest therein, and that the amount of my claim for compensation or purchase-money is £—— [*The following addition may be made to this notice if it is considered desirable:*— And further take notice, that unless you the said company are willing to pay to me the said sum of £——, then it is my desire that the amount of compensation to be paid to me by you for the purchase of the said lands shall be ascertained by arbitration, according to the provisions of the Act or Acts of Parliament in such case made and provided: and I hereby [give you notice that I have by writing under my hand, bearing even date herewith, nominated and appointed —— of —— to be arbitrator on my behalf in the matters aforesaid, and do hereby] require you the said company to nominate and appoint an arbitrator to act on your behalf in the matter of the said arbitration.

Witness my hand this —— day of ——, in the year of our Lord 19—.

A. B.,
of [*insert address*].

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12. SIMILAR *form where* TENANT *in* TAIL, *&c.*, REQUIRES COMPANY *to* PURCHASE.

To the —— Railway Company.

Whereas, &c. [*as in the Form No.* 11, *to* *, *then proceed as follows:*] Now I, the undersigned A. B., being the tenant in tail [*or*, "being committee duly appointed of A. B., Esq., a lunatic, the owner in fee simple," *as the case may be, setting forth the estate and interest of the parties in the lands, e.g.* "an estate of fee simple in possession subject to a certain lease bearing date the —— day of ——, and granted to one —— for —— years," *or*, "an estate in fee, &c., in the said lands which are copyhold of the manor of ——," *or*, "an estate for lives," *or*, "years" *as the case may be* (*d*)] of the above-mentioned lands, do hereby, in pursuance of the authority aforesaid, give you the said company notice, that I require you to purchase the said lands and the estate and interest therein capable of being sold and conveyed by me, and that the amount of the claim for compensation by reason of the premises is £——; and that on payment or deposit thereof, I am ready to make a conveyance of the said lands to you. [*A notice requiring an arbitration, as at the foot of Notice No.* 11, *supra, may be here added.*]

(*d*) The particulars of the estate, share, interest or charge in respect whereof the claim is made should be here inserted, whether in respect of an estate of freehold, copyhold or leasehold tenure; if leasehold, for what term of years; if the claim be on account of any interest or charge, as distinct from an estate in the lands, &c., the particulars of such interest or charge should be stated: and if any claim be made on account of injury or damage caused by the taking of the lands, the particulars should be stated.

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13. NOTICE *from* COMPANY *that* PRIVATE ROAD *will be* REQUIRED *for* TEMPORARY USE.

—— Railway.

The —— Railway Company, incorporated by virtue of an Act, intituled [*insert the title of the special Act*], hereby give notice to you, and each and every of you, that under the powers of the said Act contained, the said company intend, at the expiration of three weeks from the service hereof, to enter upon and use a private road, situate in the parish of ——, in the county of ——, and called —— lane [*describing the road with particularity*] (the same being a road which the said company are by the said Act authorised to use), and that they the said company intend to use the said road for the purpose of passing and re-passing thereon, by themselves, their engineers, contractors, agents, servants, workmen, labourers, and other persons employed in and about the construction of the said railway, and the works connected therewith, and also by and with such horses, carts, waggons and other carriages (whether loaded or unloaded), as may be necessary for constructing the said railway and works, and otherwise carrying the said Act into execution. And further take notice, that the said company require and intend to occupy and use the said road in manner aforesaid for the space of —— months from the expiration of the said period of three weeks after the service hereof, and that they are willing to pay to you, and all parties entitled, such compensation for the use and occupation of such road as may be agreed upon, or as shall be otherwise settled according to law.

As witness our hands [*or*, "my hand"] this —— day of ——, in the year of our Lord ——.

E. F. *and* G. H., *Directors of the said company* [*or*, "I.K., *Secretary*," or, "*Treasurer*" *of the said company*].

To A. B., Esq., owner, and C. D., Esq., occupier, of the road mentioned in the above notice, and to all other persons whom it may concern.

14. NOTICE *from* OWNER, *&c. of* PRIVATE ROAD *to* COMPANY REQUIRING THEM *not to use the* ROAD.

To the —— Railway Company.

Whereas, by a certain notice under the hands of A. B. and C. D. [*as the case may be*], bearing date the —— day of ——, last, I am informed that you intend to enter upon, occupy and use a certain private road belonging to me, in my occupation, and situate on lands belonging to me, situate at, &c.: Take notice, that I, the undersigned E. F., being the owner and occupier of such road, and being the owner of the lands over which the said road passes, do hereby, in pursuance of the statute in that case made and provided, object to your making use of such road, or of any part thereof; and the ground of my said objection is, that there is another private road [*or*, "there is a public road"], situate in the parish of ——, and called —— lane [*particularly describing the road*], which you, the said company are authorised to use for the purposes in your said notice mentioned, and which said road is more fitting to be used for the said purposes than the road mentioned in your said notice. And further take notice, that you are hereby required not to enter upon or use the said road, referred to in your said notice, in any manner whatsoever, and that it is intended forthwith to apply for an order of justices, to prevent the said first-mentioned road from being taken or used by you.

Witness my hand this —— day of ——, in the year of our Lord ——.

E. F.,
of [*place of abode*].

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15. NOTICE *from* COMPANY *to* OWNER *that they* INTEND *to* ISSUE WARRANT *to* SHERIFF.

The —— Railway Company.

Whereas, by virtue and under the authority of an Act of Parliament, intituled [*here insert the title of the special Act*], we, the —— Railway Company, by a certain notice, bearing date the ——

day of ——, informed you, A. B. and C. D., &c., that all those parcels of lands, tenements and hereditaments mentioned and described in the schedule to the notice annexed [*or*, particularly described in a map or plan to the notice also annexed, *as the case may be, see Form No.* 1, *ante, p.* 1185], situate at, &c., belonging or reputed to belong to you [*or*, some or one of you], or in which you [*or*, some or one of you] had or claimed some estate or interest, were required to be taken and used by the said railway company, incorporated by the said Act, for the purposes thereof as in the said notice is particularly mentioned; and whereas you, the said A. B. and C. D., &c., have failed to state the particulars of your claims for purchase-money or compensation for injuries or damage in respect of the said lands, tenements and hereditaments, or to treat with the said company in respect thereof, as by the said notice you were required to do [*or*, "and whereas we the said company and you the said A. B. and C. D., &c., have not agreed, and we cannot agree, as to the amount of the purchase-money or compensation to be paid by us the said company to you for the purchase of the said hereditaments and of your estate and interest therein, *or*, of the estate and interest therein which by the said Act you are enabled to sell and convey, and for any damage which might be sustained by you by reason of the execution of the said railway works:"] Now we the said company hereby, in pursuance of the said Act, give you notice that it is the intention of the said company, after the expiration of ten days from the service of this notice, and in pursuance of the provisions in the said Act contained, to issue our warrant to the sheriff or other proper officer of the county of ——, and to cause a jury to be summoned to inquire of and assess the amount of such purchase-money and compensation as aforesaid, which you or either of you are entitled to receive under the provisions of the said Act. And further take notice that we the said company are willing to give the sum of —— pounds for the purchase of the absolute and unencumbered fee simple and inheritance in possession of the said lands, tenements and hereditaments, including your estate and interest therein, and the estate and interest therein which by the said Act you are enabled to sell and convey, and for any damage or injury, by severance or otherwise, which may be sustained by you the said A. B., C. D., &c., by the execution of the said railway works.

Witness our hands the —— day of ——, A.D. ——.

G. H. } *Directors of the said railway*
I. K. } *company.*

[*Or*, "L. M., *Secretary, &c.*"

To A. B., Esq., and C. D., Esq., and all other parties claiming satisfaction or compensation for the above-mentioned hereditaments, or any estate, share, interest or charge in or affecting the same, or for any injury or damage occasioned by the taking of the said hereditaments by the said company, or otherwise by reason of making of the said railway, or on account of the execution of the said Act, and to all other persons whom it may concern.

16. WARRANT *from the* COMPANY *to the* SHERIFF REQUIRING HIM *to* SUMMON *a* JURY.

The —— Railway Company.

[*The name of the County*] to wit. } To the Sheriff of the county of ——.

Whereas the —— Railway Company, established and incorporated by an Act of Parliament made and passed in the —— year of the reign of her Majesty Queen Victoria intituled the —— Railway Act, 18—, in which Act are incorporated the Lands Clauses Consolidation Act, 1845, the Companies Clauses Consolidation Act, 1845, and the Railways Clauses Consolidation Act, 1845, on or about the —— day of —— gave to and duly served upon A. B. [*the owner*], of, &c., a notice in writing, addressed to him and bearing date the —— day of ——, and signed by ——, the secretary of the said company, which notice was in the words or to the effect following [*here copy the notice*]: "And on or about the —— day of —— the said company also gave to and duly served upon C. D. [*the second party served*], of, &c., a notice

in writing addressed to him, and bearing date the said —— day of ——, and signed by the said ——, as such secretary as aforesaid, which last-mentioned notice was in the words or to the effect following, that is to say" [*here copy the second notice*]: And whereas each of them the said A. B. and C. D. failed to treat with the said company in respect of the pieces or parcels of land and other hereditaments described or referred to in the schedule written under the notice to him given, and addressed as aforesaid, for the space of twenty-one days next after the service upon him of the same notice, and thereupon the said company, in pursuance of the provisions contained in the said Lands Clauses Consolidation Act, 1845, gave to and duly served upon the said A. B. and C. D. respectively the several notices next hereinafter mentioned or referred to, that is to say, on or about the —— day of ——, the said company gave to and duly served upon the said A. B. a notice in writing addressed to him, dated the —— day of ——, and signed by the said ——, as such secretary as aforesaid, which notice was in the words or to the effect following, that is to say [*here copy the notice of intention to summon a jury*], and on or about the —— day of —— the said company gave to and duly served upon the said C. D. a notice, &c. [*copying it*]: And whereas on or about the —— day of ——, the said A. B. and C. D. gave to and duly served upon the said company notice in writing, addressed to them, dated respectively the —— day of ——, and signed by the said A. B. and C. D. respectively, which notice was in the words or to the effect following, that is to say [*here copy the notice (if any) for a special jury*]: Now therefore we the said —— railway company, in pursuance of and in obedience to the provision contained in the said Lands Clauses Consolidation Act, 1845, do by this our warrant, under our common seal, issued to you the sheriff of the said county of ——, require you to summon a jury in compliance with the directions of the same Act, to determine by their verdict the sum or sums of money to be paid by the said company for the purchase by them in fee simple in possession of the said pieces or parcels of land described or referred to in the said notice of the —— day of ——, and the appurtenances thereto belonging; and also the sum or sums of money to be paid by the said company for the damage (if any) to be sustained by the owner of the said pieces or parcels of land and other premises by reason of the severing thereof from

the other lands of such owner, or otherwise injuriously affecting such lands, by the exercise of the powers of the said Lands Clauses Consolidation Act, 1845, or the said —— Railway Act, 18—, or any Act incorporated therewith. [*If the question is to be tried before a special jury, say*—"And the said —— Railway Company, in pursuance of the said several notices of the said A. B. and C. D. respectively in this behalf, and in further obedience to the provisions of the said Lands Clauses Consolidation Act, 1845, do by this their warrant also require you the said sheriff to nominate a special jury for such trial."]

Given under our common seal this —— day of ——, A.D. 19—.

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17. ANOTHER *and* MORE SPECIAL FORM *of* WARRANT *from the* COMPANY *to the* SHERIFF, REQUIRING HIM *to* SUMMON *a* JURY.

[*The name of the county*] to wit. } To the Sheriff of ——.

Whereas, we the —— Company, incorporated by an Act of Parliament, intituled [*insert title of special Act*], and by the said Act authorised to purchase or take for the purposes thereof the lands, tenements and hereditaments hereinafter particularly mentioned, by a notice in writing, bearing date the —— day of ——, duly given by us in pursuance of the said Act, did inform A. B., C. D., &c., that the said lands, tenements and hereditaments belonging or reputed to belong to them [*or*, "some or one of them"] or in which they [*or*, "some or one of them"] claimed some estate or interest, were required to be taken and used by us the said railway company for the purposes of the said Act; and that the said company were willing to treat for the absolute purchase of the said lands, tenements and hereditaments, and of the interest of them the said A. B. and C. D., &c., therein, or which they were by law enabled to sell and convey, and as to the compensation to be made to them the said A. B., C. D., &c., and all parties interested, for the damage or injury that might be sustained by reason of the execution of the railway works: And whereas the said A. B., C. D., &c., have, for the space of twenty-one days after the service of the said notice, failed to

state the particulars of their claims in respect of the said lands, tenements and hereditaments, or to treat with us the said company in respect thereof: [*Or,* "And whereas we the said company, and the said A. B. and C. D., &c., have not agreed and cannot agree as to the amount of the purchase-money or compensation as aforesaid to be paid by us to them:"] And whereas we the said company, by a notice in writing, bearing date the —— day of ——, duly given by us in pursuance of the said Acts, did inform the said A. B., C. D., &c., of our intention to cause a jury to be summoned to assess such purchase-money and compensation as aforesaid; and also the sum of money we were willing to give for the purchase of the said lands, tenements and hereditaments, and for the damage to be sustained by reason of the execution of the said railway works: Now we the said —— Railway Company do, by this our warrant, in pursuance of the powers conferred upon us in that behalf by the said Acts, require you the said sheriff to summon and return a jury of twenty-four indifferent men duly qualified according to law to be and appear before you the said sheriff at some convenient time or place to be appointed by you (such time not being less than fourteen nor more than twenty-one days after the receipt by you of this our warrant, and such place not being more than eight miles distant from the lands hereinafter described), in order that you the said sheriff may cause to be drawn in such manner as juries for trials of issues joined in the superior courts are by law required to be drawn out of the persons so to be summoned, and who shall appear, a jury of twelve men; or if a sufficient number of jurymen do not appear in obedience to the said summons, then that you the said sheriff may return a sufficient number of indifferent men duly qualified as aforesaid of the bystanders or others that can be speedily procured to make up the said jury to the number of twelve, you the said sheriff allowing all parties concerned their lawful challenges against any of the said jurymen according to law; and such jury summoned and drawn shall, upon their oaths, affirmations or declarations, as the case may be, inquire of and assess and give a verdict for the sum or sums of money to be paid by us the said company to the said A. B., C. D., &c., or other the person or persons interested therein for the purchase of the lands, tenements and hereditaments hereinafter mentioned, and for the purchase of every estate, share, right, interest or charge of them the

said A. B., C. D., &c., each and every of them, in, upon or affecting the said lands, tenements and hereditaments, or which they, any or either of them are or is by the said Act enabled to sell, convey or release [*if the lands are to be severed add the following:* And also for the sum or sums of money to be paid by us the said company for the damage to be sustained by the owner or owners of the said lands, tenements and hereditaments, by reason of the severing thereof from the other lands, tenements and hereditaments of such owner or owners, or otherwise injuriously affecting such lands by the exercise of the powers of the said Act of Parliament, or any Act or Acts incorporated therewith], that is to say, firstly, all that piece or parcel of land, &c., situate at a place called ——, in the parish of ——, in the said county, containing by estimation —— A. —— R. —— P., or thereabouts, which said piece or parcel of land and premises are delineated and described on the map or plan and book of reference deposited in the office of the clerk of the peace for the said county of —— [*or*, all those parcels of land, tenements and hereditaments mentioned in the schedule hereunto annexed, &c., *as in the Form No.* 1, *ante, p.* 1185. *The description of the lands should be accurately stated, and it should agree in all respects with the description in the notice to treat.*]

And the said jury shall also in like manner inquire of and assess and give a verdict for the sum or sums of money to be paid by the said company to the said A. B., C. D., &c., [*each and every of them*], being the parties interested in the said lands, tenements and hereditaments, &c., for all damage sustained by them or any of them by reason of the exercise, as regards such lands, tenements and hereditaments, of the power by the said Act vested in the said company. And the said jury shall further, upon their oaths, affirmations or declarations as aforesaid, inquire of and by their verdict ascertain and settle all such other matters and things as they may by virtue of the provisions of the said Act or otherwise, be lawfully required to do.

Given under our common seal this —— day of ——, A.D. —.

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18. APPOINTMENT *of* SURVEYORS *to* DETERMINE PURCHASE-MONEY *where from* PARTIES UNDER DISABILITY.

To all to whom these presents shall come, the —— Railway Company, incorporated by an Act of Parliament intituled the

—— Railway Act, 184—, and A. B. [*the tenant for life or other party under disability*], of, &c., send greeting: WHEREAS, by virtue of the above-mentioned Act of Parliament, and of the Act or Acts of Parliament incorporated therewith, the above-named railway company are authorised to purchase and take, for the purposes of the said railway, the several pieces or parcels of land described or referred to in the schedule hereunder written, and the said railway company have given due notice of their intention to take the lands for the purposes aforesaid to the parties interested in the said lands: And whereas, by the last will and testament of ——, deceased, bearing date the —— day of ——, the said pieces or parcels of land, together with other hereditaments, stand limited to the use of the said A. B. for his life without impeachment of waste, with divers remainders over [*this recital will vary according to the circumstances of each case*]: Wherefore, according to the provisions contained in the Lands Clauses Consolidation Act, 1845, the same being one of the Acts incorporated with the said —— Railway Act, 18—, it is requisite that the purchase-money or compensation to be paid for the purchase of [*or add*, "and for any permanent damage and injury to,"] the said pieces or parcels of land and hereditaments shall not be less than shall be determined by the valuation of two able practical surveyors, one to be nominated by the said company, and the other by the said A. B.: Now, therefore, be it known, that, in pursuance of and in obedience to the directions of the said Act or Acts of Parliament in this behalf, the said —— Railway Company do hereby nominate on their behalf C. D., of ——, &c., an able practical surveyor, and the said A. B. doth hereby nominate on his behalf E. F., of, &c., an able practical surveyor, to be the two surveyors for the purpose of determining by their valuation the amount of* the purchase or compensation money to be paid by the said company for the purchase by them in fee simple in possession of the said pieces or parcels of land described or referred to in the said schedule hereunder written, and the appurtenances thereto belonging: [*If the lands are severed from other lands, then add*, "and also for the purpose of determining the amount of the compensation money to be paid by the said company, for the permanent damage or injury occasioned by the said railway works to such pieces or parcels of land and hereditaments, and to lands and property adjacent thereto, or to any part thereof respectively"].

In witness whereof the said company have affixed their common seal, and the said A. B. has set his hand to these presents, this —— day of ——, A.D. 19—.

[The schedule above referred to.]

All, &c. [*the description of the lands, &c.*]

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19. NOTICE *of* INTENTION *to* APPLY *to* TWO JUSTICES *to* APPOINT *a* THIRD SURVEYOR.

To A. B. [*the tenant for life, &c.*]

This is to give you notice, that C. D. and E. F., the two surveyors who, by a certain nomination in writing, bearing date the —— day of —— now last past, to which the common seal of [*the —— Railway Company, incorporated by the —— Railway Act*, 18—], is attached, and your signature is affixed, were nominated for the purpose of determining by their valuation the purchase-money or compensation [*here shortly recite the contents of the nomination*], cannot agree in the valuation, to make which they were nominated as aforesaid: and therefore, the said —— Railway Company, in pursuance of the power for this purpose given in the Lands Clauses Consolidation Act, 1845, intend to apply on the —— day of —— now next ensuing, to two of his Majesty's justices of the peace assembled and acting together at ——, to nominate a third surveyor to determine all and every the matters by the said nomination or instrument in writing referred to the determination of the said C. D. and E. F.

Dated the —— day of ——, 19—.

(Signed) A. B., Secretary of the Railway Company.

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20. NOMINATION *of* SURVEYOR *by* TWO JUSTICES *to* DETERMINE COMPENSATION *where* SURVEYORS APPOINTED *by* PARTIES CANNOT AGREE.

To all to whom these presents shall come, ——, of, &c., and ——, of, &c., two of his Majesty's justices of the peace acting in and for the county of ——, send greeting: Whereas, by a certain appoint-

ment in writing, bearing date on [*recite the appointment of two surveyors; ante, No.* 18]; and whereas the above-mentioned C. D. and E .F. cannot agree as to the amount of the purchase-money or compensation to be paid for the said pieces or parcels of land, whereupon application was made to us by the said —— Railway Company [*or,* "by the said A. B."] to make such nomination of a surveyor as is hereinafter expressed, which we have consented to do: Now, therefore, be it known, that, in pursuance of and obedience to the provisions contained in the Lands Clauses Consolidation Act, 1845, in this behalf, we the said justices, having received proof satisfactory to us that the said C. D. and E. F. cannot agree in the valuation of the said pieces or parcels of land in the said hereinbefore-recited appointment, bearing date the —— day of —— mentioned, and that due notice in writing of the making of this application has been given by the said company to the said A. B. [*or,* "by the said A. B. to the said company," *or as the case may be*], do, by this writing under our respective hands, nominate, ——, of, &c., an able practical surveyor, to determine by his valuation the amount of [*here proceed from* * *in the precedent, No.* 18, *to the end*]. In witness whereof we the said [*justices*] have respectively set our hands and seals to these presents, this —— day of ——, 19—.

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21. VALUATION MADE *by* TWO SURVEYORS *of* LANDS TAKEN *or* PURCHASED *from* PARTIES *under any* DISABILITY.

Be it remembered, that we, C. D. and E. F., of, &c., the two surveyors who, by a nomination in writing, bearing date the —— day of —— last, were nominated, I, the said C. D., by and on behalf of the —— Railway Company, incorporated by the —— Railway Act, 18—, and I, the said E. F., by and on behalf of A. B. of ——, &c., the tenant for life of the lands hereinafter described [*as the case may be*], to determine by our valuation the purchase-money or compensation to be paid by the said company for and in respect of the pieces or parcels of land hereinafter described, do declare that we, the said C. D. and E. F., having valued the same pieces or parcels of land [*or,* "and having ascertained

the permanent damage which hath been and will be occasioned to such lands and to adjacent lands and property belonging to the said A. B. by the said railway "], are of opinion, and accordingly by this our valuation in writing determine, that the sum of £—— sterling is the value and shall be paid by the said company for the purchase by them in fee simple in possession, free from all incumbrances, except the land tax and tithe commutation rentcharge, of the pieces or parcels of land described or referred to in the schedule hereunder written, and the appurtenances to the same premises belonging or in anywise appertaining [*or*, "and that the sum of £—— sterling is the compensation money, and shall be paid by the said company for or in respect of permanent damage and injury which hath been and will be occasioned to the said lands and property adjacent thereto, and belonging to the said A. B., by the said railway and the works thereof "]: And we do declare that this our valuation is correct.

In witness, &c.

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22. AWARD *under* Lands Clauses Act, *by* Umpire *appointed by* Board of Trade.

TO ALL TO WHOM these presents shall come, I [A. B., of ——] send greeting:

Whereas under and by virtue of a certain Act of Parliament, intituled [*insert title of special Act*], and of certain Acts of Parliament incorporated therewith, a certain railway company was incorporated and authorised to make and maintain a railway from ——, in the county of ——, to ——, in the county of ——, and to purchase and take certain lands which were requisite for the purposes of the said undertaking; And whereas under the powers and provisions contained in the said Acts, or some or one of them, the said company were authorised to purchase and take for the purposes of the said undertaking, the lands hereinafter particularly mentioned in the schedule hereunder written, and described on the plan hereto annexed, and coloured green on the said plan; And whereas the said C. D. and E. F. were entitled or claimed to be entitled to sell and convey and release the said lands to the said company under the powers and provisions contained in the said Acts, some or one of them; And whereas on or about the

—— day of ——, A.D. 19—, notice in writing was duly given to the said C. D. and E. F., as being the owners or reputed owners of the said lands, by the said company according to the provisions contained in the said Acts, some or one of them, that the above-mentioned lands were required to be taken and used for the purposes of the said railway, and that the said company were willing to treat for the purchase of the respective interests of them the said C. D. and E. F. therein, and as to the compensation to be made to them for the damage that might be sustained by them by reason of the execution of the said railway works; and in and by the said notice of the said company required the said C. D. and E. F. to deliver a statement in writing of the particulars of their respective estates and interests in the said lands, and of the claims made by them respectively in respect thereof; AND WHEREAS in pursuance of the said last-mentioned notice, the said C. D. and E. F., on or about the —— day of ——, 19—, by a statement in writing under their hands, informed the said company, that they the said C. D. and E. F. were seised and possessed to their own use and benefit of an estate in fee simple in the said lands, and that they claimed the sum of £—— as compensation for their estate and interest in such lands, and for the damage they might sustain by reason of the execution of the works authorised to be executed by the said Railway Acts; and they the said C. D. and E. F. (the said company not having then issued their warrant to the sheriff to summon a jury in respect of the said lands) also signified their desire to the said company to have the said question of compensation and damage settled by arbitration, conformably to the directions of the said hereinbefore-mentioned Acts, some or one of them: AND WHEREAS they the said C. D. and E. F. and the said company did not agree and could not agree as to the amount of compensation and damage to be paid as aforesaid, neither did they the said company offer any sum of money to the said C. D. and E. F., as and for such compensation as aforesaid; AND WHEREAS they the said C. D. and E. F. and the said company did not concur in the appointment of a single arbitrator: whereupon the said railway company, in pursuance of the provisions contained in the said Acts, some or one of them, duly nominated and appointed, in writing under the hands of two of the directors of the said company, H. J., of ——, land surveyor, to be an arbitrator to whom the question of such compensation

as aforesaid should be referred, and requested the said C. D. and E. F. also to appoint an arbitrator; And whereas the said C. D. and E. F., in pursuance of the provisions contained in the said Acts, some or one of them, and of the said request so made as aforesaid, duly nominated and appointed, by writing under their hands, K. L., of ——, land surveyor, as the other arbitrator to whom the question of such compensation as aforesaid should be referred; And whereas the said arbitrators, before they entered into the consideration of the matters so referred to them as aforesaid, duly made and subscribed, in the presence of a justice duly authorised in that behalf, the declaration required by the said Acts, some or one of them; And whereas the said arbitrators entered upon the matters so referred to them as aforesaid, but did not, in pursuance of the said Acts, some or one of them, nominate and appoint an umpire to decide on any matters in which they might differ, or which were referred to them as aforesaid, but on the contrary they the said arbitrators altogether refused to appoint an umpire within the time prescribed in the said Acts, some or one of them; whereupon the said railway company, on or about the —— day of ——, duly made application in writing to the Board of Trade, requesting them to appoint an umpire, in pursuance of the Lands Clauses Consolidation Act, 1845, being one of the said Acts incorporated with the said Act intituled [*here state the title of the special Act*]; and the said Board thereupon, in pursuance of the said request, and of the provisions contained in the said Lands Clauses Consolidation Act, 1845, by writing signed by —— duly appointed me, the beforementioned A. B., to be the umpire in the matter of the said arbitration; And whereas the said arbitrators, by reason of a difference between them, failed to make their award within twenty-one days after the day on which the last of the said arbitrators was appointed, and no extended time was appointed by them for the purpose of making their award, whereby the matters referred to the said arbitrators as aforesaid, and on which they so differed, duly came before me, as umpire: Now know ye that I, the said A. B., having taken upon me the burthen of making the said award, and having, before taking into consideration any of the matters referred to me, duly made and subscribed, in the presence of a justice duly authorised in that behalf, the declaration required by the said Acts, some or one of them.

which said declaration is hereunto annexed; and having been attended [by the said arbitrators, and] by the said parties and their witnesses, [and having also viewed the said lands,] and having also in making this my award regarded not only the value of the land to be purchased or taken as aforesaid by the said company from the said C. D. and E. F., but also the damage to be sustained by them, by reason of the severing the said lands taken from the other lands of the said C. D. and E. F., or otherwise injuriously affecting such other lands by the exercise by the said company of the powers contained in the said Acts, or either of them, do make this my award in writing concerning the premises, in manner and form following, that is to say, I do award, decide, order and determine that the said company shall pay the sum of £—— for the absolute purchase of the fee simple in possession free from incumbrances (save and except the land tax and tithe commutation rent-charge) of all those pieces or parcels of land particularly mentioned and described in the said schedule hereunder written, and also delineated in the said plan hereunto annexed, and numbered respectively 2, 3, 4, 6, &c. to 18, on the said plan, and coloured green; and that the further sum of £—— shall be paid by the said company as and for compensation for all damage which will be sustained by the owners of the said lands by reason of the execution of the said works, and by reason of the severing of the said lands from the other lands of such owners, or otherwise injuriously affecting such other lands by the exercise of the powers of the said Acts.

And I, the said A. B., in pursuance of the powers contained in the said Acts, some or one of them, do hereby declare that I have settled the costs of the said C. D. and E. F. incident to this arbitration at the sum of £——, and the costs of and incident to my umpirage and award at the sum of £——, which said sums are to be paid by [*as the case may be*] (*e*). Witness my hand and seal this —— day of ——, in the year of our Lord 19—.

(*e*) The costs may be awarded by a separate document.

23. AGREEMENT *by a* Railway Company *to execute* Works *for the* Accommodation *of the* Owner *of* Lands *adjoining the* Railway.

Parties.

THIS INDENTURE, made the —— day of ——, 19—, Between the X. and Y. Railway Company, of the one part, and A. B., of, &c. (hereinafter described as the owner), of the other part:

Recitals: of agreement for sale of lands to company;

Whereas the owner is seised of or otherwise entitled for an estate in fee simple in possession to (amongst other hereditaments) the several pieces of land and hereditaments described in the schedule hereunder written, which being required by the company for the purposes of their works were recently agreed to be purchased by them free from incumbrances at the price of £——:

of conveyance to company;

And whereas by an indenture bearing even date with, but to be executed after, this agreement the said pieces of land and premises are intended to be conveyed unto and to the use of the company, their successors and assigns:

of agreement to execute works, &c.

And whereas upon the treaty for the said purchase it was agreed that the company should make the payments and execute the several accommodation and other works hereinafter mentioned respectively, and should enter into the stipulations hereinafter contained and on their part to be observed and performed: NOW THIS INDENTURE WITNESSETH, and it is hereby agreed and declared, and the company do hereby for themselves, their successors and assigns (so far as relates to the stipulations on their part to be observed and performed), covenant with the owner in manner following, that is to say:—

Interpretation clause.

1. In this agreement the term "owner" includes the owner and his heirs and assigns, and the term "the company" includes the X. and Y. Railway Company and their successors and assigns.

To make and maintain roads, gates and culverts.

2. The company shall previously to the opening for traffic of the said intended railway, or any part thereof, make and for ever after the making thereof, maintain fit for the convenient passage thereover respectively of agricultural waggons and carriages, such roadways or paths each of the width of ten feet at the least, with such culverts and works thereunder respectively as are next hereinafter mentioned or referred to [*describe these works in detail*]: And also shall at their own cost make, and for ever maintain in good and sufficient repair and condition, suitable gates, each of sufficient width for the passage of agricultural

waggons and carriages, over or upon all the several roadways or paths hereinbefore mentioned: and also shall at the like cost make, and in like manner maintain in good and sufficient repair, culverts, tunnels, and other necessary works under the said several roadways or paths, so as that the same respectively shall not in any way interfere with, hinder or obstruct the free passage of water through the several drains or ditches over which the same roadways or paths shall respectively pass as aforesaid.

To make and maintain drains.

3. The company shall make, and for ever after the making thereof, maintain and keep open two main drains to be made parallel with and adjoining to the said intended railway, the one on the eastern and the other on the western side thereof, so that an effectual watercourse may be maintained and continued along the said intended railway for such distance as the same shall pass through or adjoin upon lands belonging to the owners.

To make and maintain tunnels.

4. The company shall make, and for ever after the making thereof, respectively maintain and keep in good repair for the purpose of carrying off the water from such of the lands lying adjacent to the said pieces or parcels of land described or referred to in the said schedule to these presents, as are situate on the eastern side of the said intended railway, a circular tunnel under the same railway of the width or diameter throughout of —— feet at the least, to run between the pieces of land first and secondly described in the said schedule, and to be in the same position and direction as nearly as circumstances will permit as is the drain or ditch which now separates the same pieces of land respectively the one from the other, which position and direction are delineated in the plan drawn in the margin of these presents by a line or mark coloured blue.

To make and maintain crossings.

5. The company shall make, and for ever after the making thereof, respectively repair and maintain fit for use and suitable for the passage thereover respectively of agricultural waggons and carriages, the several passages or crossings, each of the width of ten feet, over or across the said intended railway and the works thereof next hereinafter mentioned (that is to say): First, one such passage or crossing over or upon the piece of land firstly described in the schedule hereunder written, at the northern end thereof and immediately adjoining to the station which is intended to be erected and built by the said company on land lying on the eastern side of the same piece of land, which said passage

or crossing is delineated in the said plan drawn in the margin of these presents by a line coloured red [*describe in a similar manner the other crossings*].

The company not compellable to make further accommodation works.

6. The company shall not, by reason of the purchase by them of the pieces of land and hereditaments respectively described in the said schedule hereunder written, be liable or compellable by virtue of the Railways Clauses Consolidation Act, 1845, or otherwise howsoever, to make, construct, or erect for the accommodation of the owner any works whatsoever, other than those hereinbefore agreed to be made by them.

How works to be completed.

7. All the works hereinbefore agreed to be made by the company shall be executed by them and at their own cost, to the satisfaction of Mr. ——, of, &c., or other the surveyor for the time being of the owner, and shall be completed within —— months from the date of this agreement.

As witness, &c.

The Schedule above referred to.

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24. AGREEMENT *for the* Construction *of a* Railway Station *and* Line.

Parties.

THIS INDENTURE of Contract, made the —— day of ——, 19—, Between A. B. and C. D., carrying on business as builders and contractors, under the name or firm of —— and Company, at ——, in the county of —— (who are hereinafter referred to as the contractors), of the one part, and the —— Railway Company, incorporated by an Act of Parliament passed in the —— and —— years of the reign of her Majesty Queen Victoria, intituled "The —— Railway Act, 18—" (and who are hereinafter referred to as the company), of the other part. Whereas the company, acting under the authorities vested in them by "The —— Railway Act, 18—," and by certain public Acts incorporated therewith, are authorised to make and maintain, and contemplate making and maintaining the following railways, with all proper stations, approaches, works, and conveniences connected therewith, respectively, that is to say:—

Recitals: of intention of company to make station, lines, &c.;

1. A railway (hereinafter called railway No. 1) commencing at or near X., and terminating at or near Y.
2. A railway (hereinafter called railway No. 2), &c.

And particularly a new terminal station; AND WHEREAS the contract intended to be effected by these presents comprises the construction, and maintenance for a period of one year after completion, of the railways and works authorised by the —— Railway Act, 18—, and hereinbefore mentioned, or such number or parts of the said railways and works as the engineer of the company may from time to time determine to have executed under this contract, and under the powers of the said Act, and the same contract also comprises such other or additional works as may be required by the said engineer, to complete for public use the railways and works hereinbefore mentioned, or such number or parts thereof as the said engineer may determine to have executed under this contract, and to carry into effect any agreements with landlords and others, which the company has entered into, or may hereafter enter into, as well as the various clauses and provisions of the said Act; AND WHEREAS the principal general features of the works are, or will be, stated in the specifications hereunder written and in subsequent specifications, and also in the drawings and instructions to be issued by the engineer from time to time; AND WHEREAS the contractors have proposed to the company to execute the aforesaid works, matters, and things upon the terms and conditions hereinafter mentioned, and the company having accepted such proposal, the parties hereto have agreed to enter into these presents for that purpose accordingly; NOW THIS INDENTURE WITNESSETH that in consideration of the payments to be made in cash or otherwise as hereinafter provided for, and of the covenants hereinafter contained on the part of the company, the contractors hereby do jointly and as separate covenants each of them doth covenant and agree with the said company in manner following, viz.: That they, the contractors, shall and will in a good and workmanlike manner, to the entire satisfaction of the company's engineer, construct, execute, complete, and maintain the railways, works, matters and things hereinbefore mentioned and also described or mentioned or to be described or mentioned in the said specifications and plans hereinbefore referred to, and shall and will duly execute and construct, complete, and maintain all the works, and find and provide all the plant, materials, labour, matter, and things of and relating to the said intended railways and works, in the manner, within the time, and subject to the terms and

of general scope of this agreement;

that intended works are stated in specifications;

that contractors have proposed to execute the works.

Agreement.

conditions, and for the considerations hereafter expressed, that is to say:—

Contractors to execute works and provide plant, &c.

1. The contractors shall execute, construct, complete, and maintain all the works, and find and provide all the plant, materials, labour, matters, and things comprised in this contract, and in accordance with the terms, conditions, stipulations, and provisions of these presents, and of the specifications hereunder written, or of any drawings, instructions, or subsequent specifications to be issued by the engineer from time to time, and for the considerations expressed and set forth in these presents and in the schedule of prices hereunder written; And all plant, materials, matters, and things used or procured by the contractors for the purpose of this contract, and brought or left upon or near to the site of the said works, shall become and be considered as the property of the company for the purposes of the said works and undertaking, and shall not be removed, taken away, disposed of, or returned, to the contractors, unless with the consent in writing of the engineer; but the company shall not be answerable for any loss or damage thereto.

Contractors, with consent of engineer, may avail themselves of statutory powers of company.

2. The contractors shall, in the execution of the works, be allowed to avail themselves of the company's Acts of Parliament, as far as they are applicable to the due and proper execution of the works: But, in all cases, the contractors shall previously apply for and receive the sanction in writing of the engineer, and shall obtain from the company all necessary and proper notices for the execution of any such powers.

As to lands required for execution of works, &c.

3. The land required for the site of the works shall be provided by the company, but the contractors shall, at their own cost, provide all the land required for temporary purposes, or for depositing the materials excavated from the foundations and site of the works; and, in order to obtain this, they may, at their own cost, use the powers of the company's Acts of Parliament; but the situation of the land required for such purposes must be to the entire satisfaction of the engineer.

Contractors to arrange with owners of property, &c. and indemnify company from claims.

4. The contractors shall also make definite arrangements with the owners of property in respect of all land or property taken, used, or entered upon, for any temporary purposes, and shall pay all damages, compensation, and purchase or other money that may become payable in respect thereof, or in respect of trespass; and subject, as hereinafter is mentioned, in respect of injury to adjoin-

ing or contiguous properties, or in respect of the use for such temporary purposes as aforesaid of the company's Acts of Parliament; and shall indemnify the company therefrom, and from all claims and demands on account thereof; and if the company shall be called upon to pay any such moneys, the sums so paid, or which the company shall be liable to pay, shall be charged to the contractors, as so much money paid to or on account of the contractors.

Contractors not to remove sand, &c.

5. The contractors shall not sell, or otherwise dispose of, or remove, except for the purposes of this contract, or in the manner hereafter provided for, any sand, clay, soil, or other materials of any kind or description whatsoever, which may be obtained from the excavations or embankments, or from any lands in the possession of the company.

Contractors to pay for all buildings, &c. removed for purposes of the works;

6. All buildings, erections, works, materials, trees, timber, and other produce now upon the site of the works shall be the property of the company; and as many of them as it may be necessary to take down and remove for the execution of the works, shall be taken down and removed from the works and property of the company by the contractors, and they shall take the same as their property, and shall pay or allow to the company for the same such sum of money as shall be decided by valuation to be the value thereof, after taking into account the costs and expenses to the contractors of pulling down and removing the same; or, in case of difference, as shall be determined by arbitration in manner hereinafter provided.

to keep clear passage of roads, &c;

7. The contractor shall at all times during the term of this contract keep free from obstruction the passage of streets, roads, public footpaths, canals, rivers, and other communications.

to be responsible for all damage, &c. caused by works;

8. The contractors shall guarantee the stability of every part of the works they execute, and shall be responsible for any damage or inconvenience that may arise to the public authorities, or to the owners or occupiers of land, or any other parties whose interests may be affected by reason of any of the works herein contracted for, while in progress, and for twelve months after their satisfactory completion, or by reason of delays in the commencement of or completion of such works.

to observe statutory provisions in construction of the works;

9. The contractors shall in all cases strictly adhere to and observe and perform all and singular the clauses, stipulations, and provisions in any present or future Act of Parliament relating

to the railways or affecting the execution of the works hereby contracted for, or to any agreement that the company has entered or may hereafter enter into with landowners or others, whose interests may be affected by the works, so far as relates to such execution; and the contractors shall be responsible for all claims to be made upon or against the company, arising out of or owing to any infringement or neglect of or non-compliance with such conditions, clauses, stipulations, provisions, or agreements, and in case of the contractors refusing or neglecting to pay or to satisfy such claims, the engineer shall have full power to direct the company to pay or satisfy such claims, and to charge the amount thereof and all costs, charges, and expenses attending the same to the contractors, as so much money paid to them on account of their contract.

to make good damage to interests of adjoining parties.

10. The contractors shall also be liable for, and shall make good any damage or injury to streets and roads, whether public or private, and to contiguous or adjoining lands, buildings, or property, and to sewers, drains, culverts, water and gas mains, pipes, telegraphs, &c., occasioned by the acts or defaults of themselves, their agents, servants, or workmen, or from any cause whatever contingent upon the execution of their works done or omitted by themselves for their own purposes as contractors, and shall take upon themselves any liability of the company to compensate owners and occupiers of buildings and land for temporary damage, and shall pay the costs of all suits and trials which may arise from these causes; But this shall not include any compensation which in the ordinary course will be payable by the company for the injuries affecting lands, buildings, or other property, such as the interference with light, water, &c., not occasioned by the acts or defaults of the contractors, or their agents or servants, as such contractors.

Schedule of prices.

11. And it is expressly declared that no addition to the prices set forth in the schedule of prices shall be made in consequence of any increase that may be made in the temporary works which may be considered requisite during the progress of the works, whether for the better or more convenient execution thereof, or for preventing damage or accidents; that if in the execution of the permanent works it shall appear expedient to the engineer to omit any of them or to add any others to them, or to make any additions to or deductions from, or alteration in them, or the

depths, dimensions, or sizes specified, or any alteration in the materials specified, such alteration and changes, if authorised in writing by the engineer, but not otherwise, shall be made by the contractors, subject as herein mentioned; but such additions, deductions, or alteration shall not render void or in any respect vitiate this contract.

Maintenance of temporary fences, &c. during progress of works.

12. All boarding, temporary fences, boards, gates, and other provisions for the prevention of trespass and injury while the works are in progress shall be made to the satisfaction of the engineer by the contractors, who shall likewise be responsible for all damage caused by the want of such precautions; the contractors shall also maintain all such watchmen, lights, and other precautions as may be deemed necessary and expedient by the engineer or the local authorities, for the security of life and property, and for the convenience and safety of the works; and it is hereby expressly agreed that in all cases where claims are made for damages done by the contractors, or their servants or workmen in carrying this contract into execution, for which claims the contractors will be liable as between themselves and the company under the provisions hereinbefore contained, and the contractors do not forthwith discharge the same, the engineer may, when such claims appear to him to be reasonable, direct the company to pay the same on account of the contractors.

Maintenance of permanent fencing.

13. The contractors shall also maintain the permanent fencing of every kind in good order, and shall prevent trespass on, to, or between lands adjacent to the works during the progress of the works, and for one year after the same are completed, and shall make good any loss or damage that may arise in consequence of their not so doing.

Statement of proposed arrangements to be submitted to engineer.

14. The contractors shall, if required, furnish the engineer with a statement of the arrangement they propose to adopt for the execution of this contract, and if the engineer shall consider any alteration in the same desirable, the contractors shall be bound to conform thereto.

Police.

15. The contractors shall, at the cost of the company, provide suitable policemen when it may be so ordered by the public authorities or if and whenever directed by the engineer so to do, for the protection of their own property, or that of the adjacent inhabitants, or the public interest.

Workmen's cottages.

16. The contractors shall, at their own expense, erect such temporary cottages and conveniences, to be approved by the engineer, as may be necessary for the accommodation of the workmen and their families during the execution of the works, and shall also provide such offices as may be directed by the engineer for the use of the engineers or inspectors of the lines; and at the termination of their contract, or at such times as the engineer may think fit, they shall take down and remove from the works or the adjacent property such cottages or offices, the materials to be the property of the contractors.

Drawings to show dimensions of works.

17. The dimensions of the brickwork, masonry, wrought and cast-iron work, wood-work, and other works of every description, shall be marked upon the drawings; the lengths and levels of the ground, depths of foundation, thickness, size and dimensions of the works shall be also shown upon the drawings, and the contractors in the execution of the works, unless they have written instructions from the engineer to do so, shall not exceed the depths and dimensions shown therein, and should they do so, they shall not be paid for any increased quantity of work that may be caused thereby.

As to discrepancies in drawings.

18. In case of any discrepancy in the drawings between the figured dimensions and the measurement taken from the respective scales, the former shall, unless in obvious cases of clerical error, in all cases be considered as correct and binding upon the contractors; also the drawings to larger scales shall be taken as more correct than those to smaller scales, and the contractors shall work to such detailed drawings or instructions as may from time to time be given them by the engineer.

Company not to be responsible for accuracy of statements or plans.

19. The centre lines of the railways, and the extent of land bought or to be bought by the company, has been or will be stated where possible; but the company shall not be responsible for the accuracy thereof, nor shall they be responsible for the plans showing the surface of the ground. The contractors shall set out the works in conformity with the provisions of this contract and the Act of Parliament authorising their formation.

Deviations from plans and specifications not to be made without engineer's consent.

20. The whole of the works herein contracted for shall be executed precisely as shall be shown upon the drawings, and described in the specifications hereafter mentioned, and in any subsequent specifications or instructions which may be given from time to time to the contractors, and shall not in any case be

altered or deviated from without the authority in writing from the engineer.

Contractors to provide agent and not to assign, &c. contract without consent.

21. The contractors shall not absent themselves from the works without having a fully authenticated and competent agent to act in their stead, nor assign or sub-let the whole or any part of the works herein contracted for without the previous sanction in writing of the engineer, and no sub-contract or assignment of the said contractors shall exonerate the contractors from their liability for the due performance of the contract.

Contrators to provide plant, materials, &c.

22. The contractors shall at their own expense provide the whole of the materials of every description (except those hereinafter specified to be provided by the company), together with all the machinery, plant, engines, pumps, scaffolding, centre-tools, and implements of every kind and description whatsoever, both permanent and temporary, for the due and expeditious commencement, prosecution, and completion of the works to be included in this contract, the whole to be finished in a most perfect and workmanlike manner, with good and approved materials, under the direction and superintendence and to the entire satisfaction of the company's engineer.

Conduct of works.

23. The works are from the commencement to be carried on with such degree of despatch as in the opinion of the engineer shall be proportioned to the time within which the whole is expected to be executed; and in case the contractors shall not commence the works at the proper time, or shall not continue them with reasonable despatch (possession of the land or such portions thereof as in the judgment of the engineer shall from time to time be required to be given, having been first given to the contractors), or in case the contractors shall not provide good and sufficient materials, or shall not employ as many suitable men, horses, engines, waggons, barrows, temporary rails and sleepers, and all other plant and materials, and such number of fully authorised, experienced and fit agents and overlookers as are in the opinion of the engineer required for the efficient and expeditious conduct of the works, or shall not conduct and execute the works to the satisfaction of the engineer, then and in any such cases, upon notice of complaint signed by the engineer being given to the contractors, and if upon such notice they do not proceed in the execution of the contract and with such despatch as aforesaid, or do not supply such good and sufficient materials as afore-

On default of contractors company may complete the works.

said, or remove any work or men, horses or plant of every kind, or agent or overlooker complained of, or if they shall wilfully make default in any respect in proceeding with the execution of the works in a manner satisfactory to the engineer, the company shall have full power, by fourteen days' notice in writing, under the hand of the secretary or engineer, to remove the contractors from the further execution of the whole or any part of the works, and thereupon to employ any other person or persons to complete the same, and in the event of the company removing the contractors from the execution of the whole or any part of the works, then the company shall have full power, if they think fit, by themselves, their agents, servants, or other persons authorised by them to take possession of and hold all or any part of the contractors' materials, and all or any part of their waggons, horses, tools, implements and plant which may then be in or upon or near the works, or employed in or about the same, and to keep and employ the same, and any others they may find necessary in the further execution of the works or any part thereof, until the completion of the said works or for a less period, at the end of which time their waggons, horses and tools, implements, and plant, or such portion thereof as shall then be in existence, and not further retained as collateral security as hereinafter mentioned, shall be returned to the contractors (but without any compensation for the use thereof, or the reasonable wear and tear in the meantime), and as to such of the said waggons, horses, tools, implements or plant, as shall then remain in the possession of the company, the same or any part thereof may be further retained by the company, if they shall think fit so to do, until the final settlement between the company and the contractors in respect of the matters and works executed and left unexecuted by them under their contract, and as a collateral security to the company for the payment of any sum of money which may ultimately be found due from the contractors, and in all cases the costs attending such measures shall be borne by the contractors, and the company shall be entitled to deduct any extra expense they may have incurred from any moneys owing to the contractors, or from the proceeds of the sale of any part of the materials which the company under the circumstances may possess themselves of, and in default thereof they may sue the contractors or their sureties in any of His Majesty's courts of law.

24. The company shall provide the rails, chairs, and sleepers, and fish-plates, and the contractors shall find the whole of the remainder of the permanent way and materials and all labour necessary for the efficient laying of the permanent way, sidings, and other works hereby agreed to be executed by them, and the company shall have the power to reject any rails or other materials which may be damaged after being delivered to the contractors, and such rails or other materials shall be replaced by the contractors with new materials of equal quality to be approved by the engineer. Permanent way.

25. The company shall deliver the rails, and other materials to be provided by them as aforesaid, free to the contractors at any goods station on their existing line which they may select; and the contractors shall take delivery of such materials at the stations they may select, and sign a receipt for them, and shall remove them thence to and along the works at their own costs, carefully stacking them in such places as may be convenient, until they are required for laying the permanent way; and they shall be responsible for any loss or damage to the rails and such other materials so delivered to them as aforesaid. Delivery of rails, &c. to contractors.

26. The workmen employed by the contractors in this contract shall be paid in cash at least once every fortnight, in an office or offices to be erected for this purpose. Payment of workmen.

27. The contractors shall complete the whole of the works in this contract ready in all respects for opening the railways on or before the expiration of three years from the date of this contract, and the contractors shall pay to the company the sum of 500*l.* a week for every week's delay in so completing the works for public use, such weekly sum to be paid and recovered as and for liquidated damages, and not in the way of penalty, and the company shall be at liberty to deduct or set off the same from or against any moneys to be paid by them under this contract. Time for completion of works. Penalty.

28. No work shall be considered as completed according to the contract unless accepted in writing by the engineer. Acceptance of work by engineer.

29. The contractors will provide at their own expense copies of the drawings and specifications which shall be required by them for the use of themselves, their agents, or workmen. Copies of drawings, &c. to be provided by contractors.

30. The contractors shall be paid for the works done in manner hereafter provided for, and in the event of the drawings or specifications defining any work or finishings not mentioned or referred Settlement of disputes by arrangement or arbitration.

to in the schedule of prices, or in case of the contractors being lawfully required or necessarily obliged to execute any work not mentioned or provided for in the schedule, and such work being extended with the sanction of the engineer, the price to be paid by the company for such work shall be settled or agreed on between the engineer and the contractors, and should they be unable to agree thereon such prices shall be settled by arbitration under the provisions for arbitration hereafter contained; and in any such arbitration, so far as the same may relate to the prices to be paid for the division or removal of gas or water mains and pipes (other than service pipes), the arbitrators shall in fixing such prices have regard to and take into account any risks or contingencies which the contractors may incur or have incurred in or consequent upon such division or removal.

Measurement of works while in progress.

31. The works, as they proceed, shall be measured every month, in such manner, and by such persons as the engineer may determine upon and appoint, and the quantity of work done ascertained; and any assistance which the engineer may require for measurement taken on the ground, and all stakes, poles, and other articles which may, in the engineer's opinion, be required for setting out or taking measurements of the works, or any other cause whatever, shall be found by the contractors.

In case of dispute as to measurements engineer's decision to be final.

32. The contractors shall be at liberty to send their agents, with the company's measurer, in order, if practicable, that they may agree to the measurements; should the contractors neglect or omit to send such agents, or should no agreement in the measurements be come to, then the measurements of the company's measurer shall be accepted; or in the event of any disagreement as to the measurements, the decision of the engineer shall be final and conclusive.

Payments to contractors as works advance.

33. The payments to be made by the company to the contractors in respect of this contract shall be made in such proportion as the engineer shall consider the works to have advanced, and the amount of such payments shall be ascertained and calculated in manner herein provided, and according to the schedule of prices, and shall be made in cash, except as hereafter provided, upon certificates signed by the engineer; which certificates the company hereby agree that the engineer shall regularly make and give. PROVIDED ALWAYS, that 5*l.* per cent. of each payment shall be retained by the company as a guarantee fund,

until such retentions shall amount to the sum of 30,000*l.*, after which the full amount of the certificates shall be paid to the contractors.

Guarantee fund.

34. The guarantee fund shall be applied in or towards making good any defect or unsoundness which shall be certified by the engineer as existing in the said railways, works or undertakings, or the material used in the formation or construction thereof, and any default or neglect of the contractors in relation to the premises, and also in making good any breach of covenant on their part; but subject as aforesaid, one-half of the amount of the percentage which shall have been retained to form such guarantee fund (but without any interest or other income in respect of such percentage), shall, when the engineer has certified that the said railway, works, and undertakings are complete, and the same shall have been delivered over to the company, be paid in cash, except as is hereinafter provided, by the company to the contractors; and the other half thereof shall continue as a guarantee for the purposes aforesaid, until twelve calendar months from the date of such certificate of completion, and until a certificate shall have been signed by the engineer of the due and proper maintenance of the railways, undertakings, and works, during such period of twelve calendar months as aforesaid, and of the first acceptance of the railways and works under this contract, when such other half of this guarantee fund, or of the surplus thereof, if any, as aforesaid, shall be paid to the contractors in cash, except as is hereinafter provided.

Company to give all necessary notices.

35. The company shall give all notices necessary to be given to all public or local bodies or companies, or to any other person or persons whomsoever, and shall do all acts of the like kind which shall be necessary in order to the commencement or prosecution of any of the works hereby contracted for, other than such as may be required by the contractors for temporary purposes, and the company shall use their best endeavours to procure the consent or approval of any such bodies, companies, person or persons, and all expenses incurred for and in the giving of such notices or obtaining such consent or approval, or consequent thereon or in order to the compliance with any condition of such consent or approval shall be borne and paid by the company; and in case by reason of the not giving of such notice or notices or not doing such acts as aforesaid, or in case of any other obstruction to

the progress of the works occasioned by the acts or defaults of the company in these respects, any delay in the progress or completion of the works shall arise or be occasioned, then the time of such delay shall be added to the time agreed on for the completion of the works without prejudice to any claim to compensation for damage, if any, sustained by the contractors by reason of such delay.

Company may pay part of consideration to contractors in stock.

36. PROVIDED ALWAYS, that it shall be lawful for the company, upon giving from time to time one calendar month's previous notice in writing of such their intention, to issue or transfer to the contractors in lieu of any sum not exceeding in the whole one-half the amount of any cash payment then due and to be made to the contractors, 5*l.* per cent. stock of the company, and the last payment for the time being represented by stock in the hands of the contractors by virtue of such issue or transfer shall carry interest at the rate of 5*l.* per cent. per annum as against the company for the time in respect of such stock being issued or transferred until such stock shall be realised, and the dividends on such stock shall belong to the company: And the contractors shall from time to time be at liberty at their discretion to realise such stock, and give credit for the net proceeds thereof, and the difference between such net proceeds and the cash payments represented by the stock so realised shall be adjusted in the accounts of the company and the contractors on the occasion of the next certificate following each realisation: And at the time prescribed for payment to the contractors of the first instalment of the guarantee fund, such stock as shall then remain unrealised shall be realised, and a final adjustment of accounts, except as to the guarantee fund, shall be made, and the balance paid in cash: And as to the guarantee fund the company shall be at liberty, when and as the same shall be payable, to pay without previous notice one-half thereof in cash and the other half thereof in such stock as aforesaid at the market price of the day.

Contractors to execute bond.

37. The contractors on the execution of these presents shall enter into and execute a joint and several bond (of which a copy has been submitted to and approved of by the contractors) in the penal sum of 50,000*l.*, for the due execution of and performance of all the works, matters, things, and presents aforesaid, and the completion thereof, in the manner and subject as aforesaid.

38. The matters herein referred to and specified as being in case of difference subject to settlement by arbitration shall, in case the necessity for such arbitration shall arise, be referred to A. B. of ——, and him failing, to an engineer, to be nominated by the President of the Institution of Civil Engineers. Arbitration clause.

In witness whereof the contractors have hereunto set their hands and seals, and the company have caused their common seal to be affixed the day and year first above referred to.

The Schedule above referred to.

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25. AGREEMENT *by a* Railway Company *for the* Working, Management, Maintenance, *and* Repairs *of a* Railway *belonging to* another Company.

ARTICLES OF AGREEMENT made the —— day of ——, 19—, Between the L. B. and W. Railway Company (hereinafter called the L. Company), of the one part, and the M. W. Railway Company (hereinafter called the M. Company), of the other part. Whereas by the L. B. and W. Act, 19—, with which the Railway Clauses Consolidation Act, 1845, is incorporated, and by which the L. Company was incorporated, the L. Company is authorised to raise a capital of 300,000*l.* by shares, and to borrow on mortgage a sum not exceeding 125,000*l.*, and to make and maintain the L. B. and W. Railway, commencing by a junction in the parish of B. with the M. W. Railway, and terminating by a junction in the parish of D. with the —— Railway; And whereas the said L. Company and the M. Company (hereinafter called the two companies) are authorised from time to time to enter into contracts or arrangements with respect to the following purposes or any of them (that is to say) the working, management, maintenance, and repair of the L. Company's railway, and the collection, conveyance, and conduct of the traffic thereof and the supply of any rolling or working stock, or of any officers or servants required for such purposes, the fixing and bringing of the tolls, rates, and charges, arising on the L. Company's railway or on any part thereof, the division between the two companies of the receipts arising from the traffic upon the L. Company's railway, or which might have been conveyed on the

Parties.

Recitals:

Power of L. Company to raise capital and to make and maintain line.

Powers of the two companies to enter into working agreements.

same, and the payments to be made respectively by one company to the other with respect to any of those matters; AND WHEREAS the convenience of the public and the interest of the two companies, respectively, would be promoted by the working by the M. Company of the railway of the L. Company in connection with the railways of the M. Company, and the two companies have determined to enter into and execute these presents by way of agreement as hereinafter appearing; AND WHEREAS these presents have been submitted to and approved by not less than three-fifths of the votes of the shareholders present, personally or by proxy, at extraordinary meetings of the respective companies, parties to this agreement, specially convened for the purpose, the extraordinary meeting of the L. Company for the purpose having been held on the twenty-seventh and by adjournment on the thirtieth day of May, one thousand nine hundred and ——, and the extraordinary meeting of the M. Company for the purpose having been held on the twenty-third and by adjournment on the thirtieth day of May, one thousand nine hundred and ——. NOW THEREFORE THESE PRESENTS WITNESS that it is hereby mutually agreed by and between the L. Company and the M. Company as follows (that is to say):—

Of this agreement having been duly submitted to and approved by general meetings of the respective companies.

Agreement.

Interpretation of terms.

1. The expression "the L. Railway," wherever hereinafter employed, means and includes the L. B. and W. Railway as authorised by the recited Act; and the sidings, stations, works, and conveniences connected therewith, and those works and conveniences respectively include all works and conveniences for landowners and others which under Act of Parliament or contract the L. Company are already or hereafter shall be bound to make.

"The L. Railway;"

2. The word "traffic," wherever hereafter employed, means and includes all passengers, small parcel, animal, goods, mineral and other traffic whatsoever, whether local or through, and also all troops, police and mails to be conveyed by the M. Company on the L. Railway, or any part thereof.

"traffic;"

3. The expression "L. debenture debt," wherever hereafter employed, means and includes the amount from time to time secured by mortgages granted by the L. Company under the authority of the recited Act.

"debenture debt;"

4. The expression "L. paid-up capital," wherever hereafter employed, means and includes so much as from time to time is paid up, whether on deposit or calls, or in anticipation of calls, of

"paid-up capital."

the L. Company's capital of 300,000*l.* by the recited Act authorised to be raised by shares.

Completion of railway.

5. The L. Company will make and complete the L. Railway with a single line of rails on the narrow gauge, with sufficient lengths of double line at or near stations, and including all proper and sufficient crossings, cross-over roads, junctions, sidings, stations, station-houses, station fixtures, fittings and furniture, sheds, cranes, water tanks, water cranes, signals, electric telegraph, and other works and conveniences, and including all proper and sufficient dwelling-houses at level crossings where necessary, and so that the railway shall at the latest, by the time limited by the recited Act, or by any Act the L. Company may obtain for extending such time for the completion thereof, be completed and ready to be approved by the Government Inspector of Railways as being in all respects fit to be opened and used for public traffic, and to be approved by the engineer for the time being of the M. Company.

Appointment of joint committee of directors.

6. After the opening of the L. Railway or any portion thereof for public traffic, and during the continuance of this agreement, a joint committee consisting of six directors, three of whom shall be chosen by the board of the L. Company, and three by the board of the M. Company, shall be, and form a joint committee for carrying out the provisions of this agreement, and all questions, matters, and things touching or relating to the order, management, and directions of the L. Company under this agreement, shall in all cases be determined, ordered and carried out by such joint committee, and at every meeting of the said joint committee one of the members thereof, selected alternately, from each of the said boards shall be chairman of such joint committee, and such chairman shall have no casting vote.

In case of default of either company to nominate, the directors nominated by the other company may act.

7. Provided always, that in case the board of either company shall neglect or refuse to name the three members to compose the said joint committee on their behalf, then, after the expiration of fourteen days' notice in writing, to be given by the secretary of the board of the company having nominated their members of the said joint committee to the board of the company not having nominated their members of the said joint committee, requiring them to nominate such members on their behalf, the members appointed by the one board as aforesaid shall be considered as and shall have all the powers of the said joint com-

mittee until the other board shall nominate three of their board to be members of the said joint committee.

Contractor to maintain permanent way for twelve months.

8. The L. Company will insert in all contracts to be entered into with them for the execution of any of the works of the L. Company, exclusive of the permanent way, the usual provisions for the maintenance and repair thereof by the contractor for a twelvemonth after the completion thereof respectively.

Proper arrangements to be made.

9. Before the opening of the railway or any portion thereof for public traffic, the L. Company will, to the reasonable satisfaction of the engineer of the M. Company, make all such arrangements as shall be proper and sufficient for enabling the M. Company, on and after the opening of the railway or the respective portions thereof for public traffic, to work and manage the same in accordance with this agreement.

L. Company to provide additional sidings if required;

10. If and whenever after the opening of the L. Railway or any portion thereof for public traffic, any additional sidings or other works or conveniences are found by the joint committee requisite for the due development or the safe and convenient reception, accommodation, conveyance or delivery of traffic thereon, or for compliance with the requirements of any Act of Parliament, or the obligations of any contract binding on the L. Company, the same shall, at the request of the M. Company, be provided for and at the expense of the L. Company, and they will provide and complete the same to the reasonable satisfaction of the engineer of the M. Company, and the same, when completed, shall, for the purposes of this agreement, be deemed to be part of the L. Railway.

to apply, if necessary, to Parliament for additional powers of raising capital.

11. If and whenever, during the continuance of this agreement, it is found by the joint committee necessary for the fulfilment by the L. Company of any of the articles of this agreement to be fulfilled by them, that they make or incur any expenditure or liability beyond the amount which they then are authorised to raise by shares and by borrowing respectively, they will as soon as can be apply to Parliament for, and use their utmost reasonable endeavours to obtain, an Act authorising them to raise the requisite amount by shares, and by borrowing on mortgage respectively. And in every such case the amount from time to time secured by mortgages granted by the L. Company under the authority thereof, shall, for the purposes of this agreement, be deemed to be part of the L. debenture debt, and so much of the

amount thereby authorised to be raised by shares as is from time to time paid up in respect of deposits and calls, and in anticipation of calls thereon, shall, for the purpose of this agreement, be deemed to be part of the L. paid-up capital.

Limitation of liability.

12. Without prejudice to Article 11 the L Company shall not be bound to make or incur for the purposes of this agreement any expenditure or liability exceeding the amount of the money applicable in that behalf, which they are from time to time authorised to raise by shares and by borrowing respectively.

Not to interfere with the exercise by M. Company of their rights under this agreement.

13. The L. Company will not at any time during the continuance in force of this agreement act as carriers on the L. Railway or any part thereof, and they will abstain from doing and concurring in any and every thing which might directly or indirectly interrupt, interfere with, or in any way disturb the exercise or quiet enjoyment by the M. Company of any of the rights, powers and privileges intended to be secured to them by this agreement.

M. Company to maintain, &c. the traffic.

14. On and for ever after the opening of the L. Railway or any portion thereof for public traffic, and during the continuance of this agreement, the M. Company may and will under the supervision and direction of the said joint committee work, manage, maintain and repair the same respectively, and collect, convey and conduct the traffic thereon in accordance with this agreement.

L. Company to be responsible for repairs, &c. for first twelve months.

15. During a twelvemonth after the opening of the L. Railway or any portion thereof for public traffic, the L. Company will as between themselves and the M. Company, and except only as respects the permanent way, be responsible for the same respectively being maintained in substantial repair and good working order and condition.

M. Company thenceforth to repair, &c;

16. On and for ever after the expiration of a twelvemonth after the opening of the railway or any portion thereof for public traffic, the M. Company will maintain the same respectively in substantial repair and good working order and condition, and upon the expiration of this agreement deliver, yield and give up the said railway in such substantial repair and good working order and condition to the L. Company.

to have use of the railway.

17. On and for ever after the opening of the L. Railway or any portion thereof for public traffic, and during the continuance in force of this agreement, the M. Company may and will, under the supervision and direction of the said joint committee, with

engines and carriages, use the same respectively for the purpose of all traffic thereon, which they from time to time can reasonably convey thereon, and as if the railway or the respective portions thereof were part of the M. Company's railways.

L. Company to afford facilities.

18. On and for ever after the opening of the L. Railway or any portion thereof for public traffic, the L. Company will, during the continuance in force of this agreement, from time to time, under the supervision and direction of the said joint committee to the reasonable satisfaction of the engineer of the M. Company, afford to the M. Company all such accommodation and facilities as shall be proper and sufficient for the safe and convenient use by them of the same respectively, and the reception, accommodation, conveyance and delivery of all traffic thereon.

M. Company to develop traffic;

19. On and for ever after the opening of the L. Railway or any portion thereof for public traffic, the M. Company will, during the continuance in force of this agreement, under the supervision and direction of the said joint committee, work and manage the same respectively, as part of the M. system of railways, and convey traffic thereon in a proper, safe, and convenient manner, and so as fully to develop the traffic of the district to be served by the railway, and from time to time will, under such joint supervision and direction as aforesaid, run proper and sufficient trains thereon, in a convenient connection with trains on the several lines of railway with which the L. Company has junctions.

to take over obligations as to through booking, &c.;

20. With respect to the obligations under the recited Act of the L. Company to the —— Railway Company, as regards booking through, and receiving, conveying, and forwarding traffic, the M. Company will from time to time after the opening of the L. Railway or any portion thereof for public traffic, act as the agents of the L. Company, and duly perform their duties in that behalf.

conveyance of troops, &c.;

21. With respect to the conveyance of troops, police, or mails, or other traffic (if any), which the L. Company are from time to time specially called on to convey on the L. Railway or any part thereof, the M. Company will from time to time act as the agents of the L. Company in conveying the same, and duly perform the duties of the L. Company in that behalf.

to employ officials of L. Company;

22. On and for ever after the opening of the L. Railway or any portion thereof for public traffic, the M. Company will, under

the supervision and direction of the said joint committee, and during the continuance of this agreement, provide and employ for the same respectively, all the superintendents, station masters, booking clerks, porters, engine drivers, guards, watchmen, workmen, and servants, and all other officers of the L. Company, except their secretary.

to provide engines and rolling stock;

23. On and for ever after the opening of the L. Railway or any portion thereof for public traffic, the M. Company will, under the supervision and direction of the said joint committee, and during the continuance of this agreement, provide in respect of the same, all such locomotive power, engines, carriages, trucks, and other rolling stock, plans, stores, materials, and labour as shall be proper and sufficient for the working and use of the railway, or the respective portions thereof by the M. Company, and the reception, accommodation, conveyance, and delivery by them of traffic thereon.

24. The L. Company shall not at any time be bound to employ or provide any person or thing to be provided or employed in accordance with Articles 22 and 23 respectively by the M. Company.

to exercise all powers, &c. of the M. Company;

25. On and for ever after the opening of the L. Railway or any portion thereof for public traffic, and during the continuance in force of this agreement, the M. Company shall exercise and enjoy at their own expense and risk, and for their own benefit, for the purposes of the working, management, maintenance, and repair by them of the railway, or the respective portions thereof, all the rights, powers and privileges whatsoever in that behalf by the L. Company, and as fully and as effectually as if the railway or the respective portions thereof were part of the M. Railway.

to observe statutory provisions, and indemnify M. Company from all liabilities and obligations;

26. The M. Company will, in the exercise of their rights, powers, and privileges under this agreement, in all respects duly perform and observe, under the supervision and direction of the said joint committee, the several provisions with respect to the working, management, maintenance, and repair of the L. Railway and every part thereof, and to the traffic thereon, contained in the Act or Acts from time to time in force with respect to the same, and will at all times fully and freely indemnify and save harmless the L. Company from and against all obligations and liabilities in that behalf, and all penalties, forfeitures, losses, damages, costs, charges, and expenses, claims and demands, what-

soever in any way occasioned or incurred by or by reason of any act or default of the M. Company, or any of their directors, agents, officers, or servants in relation thereto.

to pay taxes, rates, &c.;

27. On and for ever after the opening of the L. Railway, or any portion thereof, for public traffic, the M. Company will bear and pay all taxes, rates, assessments, salaries, wages and other outgoings in respect of the railway, or the respective portions thereof properly chargeable against revenue, except only land tax and rent charges payable to landowners as compensation for their lands and property, or income tax chargeable against the L. Company, and the remuneration of the directors and auditors of the L. Company, and the salary of their secretary, and their office expenses, which excepted liabilities shall be paid by the L. Company out of their revenue.

to satisfy liabilities, &c.

28. On and for ever after the opening of the L. Railway, or any portion thereof, for public traffic, and during the continuance in force of this agreement, the M. Company from time to time will, under the inspection and direction of the said joint committee, make and satisfy all expenditure and liabilities with respect to the same respectively, whether chargeable against capital or against revenue, except the expenditure and liabilities properly chargeable against capital which can or may from time to time be made or satisfied by the L. Company, and except also the liabilities which, in accordance with Article 27, are to be paid by them out of their revenue.

Expenditure by M. Company chargeable against capital to be a debt from the L. Company.

29. If and whenever during the continuance of this agreement the M. Company make or satisfy any expenditure or liability of the L. Company properly chargeable against capital, the amount paid or applied by the M. Company in that behalf shall be a debt due to them from the L. Company, and shall bear interest at the rate of £—— per cent. per annum from the time of the payment or application of the same by the M. Company to the time of the repayment thereof by the L. Company.

Interest on debenture debt to be a first charge on gross receipts.

30. The interest from time to time payable on the L. debenture debt shall, in accordance with the respective extent and priorities of the mortgages from time to time securing the same, be the first charge on the gross tolls, fares, rates and charges in respect of the L. Railway, or any portion thereof, and the traffic thereon. Provided that, as between the two companies, but not so as to affect any of the L. Company's debenture creditors, the

L. Company will apply the moneys from time to time belonging to them as hereinafter expressed, in the first place in payment of the interest on the L. debenture debt, and will indemnify the M. Company against all liability in respect thereof beyond the amount of those moneys.

Tolls to be fixed by joint committee.

31. On and for ever after the opening of the L. Railway, or any portion thereof, for public traffic, and during the continuance in force of this agreement, the tolls, fares, rates and charges in respect of the same respectively, and the traffic thereon, shall, under the supervision and direction of the said joint committee, be fixed, collected, recovered and received by the M. Company: Provided that, except in special cases in which the general manager of the M. Company, with the consent of the joint committee, shall think it requisite to fix or quote any other tolls, fares, rates or charges, in order to meet any emergency or to secure any particular traffic which otherwise might not be carried on the railway, the tolls, rates, fares and charges to be so fixed shall, for every sort of traffic, be the same, or as nearly as circumstances will reasonably permit, as for light traffic on the M. Company.

Traffic to be booked through over L. line, &c.

32. All traffic to or from L. and stations and junctions on the L. Railway, or any extension thereof, to and from places on the M. Railway, or to which the M. Company carry, to which the L. Railway forms the shortest or part of the shortest route, shall, unless otherwise specially directed by the consignor or the consignee or any other company, be carried by the M. Company over the L. Railway, or accounted for to the L. Company as if so carried, and in order to facilitate the transmission of traffic over and along the L. Railway in connection with the M. Railway, the said M. Company shall and will through book and invoice and give other facilities for the traffic from and to the places aforesaid, forming such shortest route or a part of such shortest route from or to the said L. Railway.

Application of gross receipts.

33. The gross amount of all the tolls, fares, rates, and charges from time to time payable to the L. Company and the M. Company respectively, in respect of the railway or the respective portions thereof, and the traffic thereon, shall be divided between and belong to the two companies in the following proportions (that is to say),—

First. The M. Company shall retain $52\frac{1}{2}$ per cent. thereof, which shall belong to them, and shall cover all their

expenses of and incident to the working, management, maintenance, and repair by them of the L. Railway and every portion thereof, and their other expenditure and liabilities under this agreement, except only as is otherwise provided by Article 30.

Secondly. The L. Company shall have the remaining 47½ per cent. thereof (hereinafter called the L. percentage), which shall be paid and belong to them.

Application of the percentage of the L. Company.

34. The L. Company shall apply the L. percentage as follows:—

First. In payment of the remuneration of the directors and auditors, and the salary of the secretary and their office expenses.

Secondly. In payment of the interest, not exceeding the rate of £—— per centum per annum, from time to time payable on the L. debenture debt, and a dividend at the rate of £—— per centum per annum on the L. paid-up capital, which interest and dividend are hereinafter referred to as the guaranteed amount.

Thirdly. The surplus, if any, shall be applied as expressed in Article 40.

Rebate to be allowed in event of deficiency in L. percentage.

35. If and whenever during the continuance of this agreement the L. percentage proves insufficient to pay the guaranteed amount, then, and in order to make up the deficiency, the M. Company will allow to the L. Company, as a rebate, 40 per cent. of the gross amount of all the tolls, fares, rates, and charges from time to time receivable by the M. Company in respect of the several railways of which they from time to time are the owners or lessees, for all traffic arising or terminating on the L. Railway, or arising or terminating at the L. Station of the S. and N. Railway, and passing on those several railways or any part thereof.

What is to be included in gross receipts.

36. The gross amount referred to in Articles 33 and 34 respectively shall include a due mileage proportion of all through fares, rates, and charges, including all terminals, but less all paid ones and paid outs for terminal services not performed by the M. Company, but not exceeding respectively the amounts of the terminal charges.

As to rebate.

37. Provided that there shall be actually paid to the L. Company such part only of the rebate as is from time to time requisite

for making up the deficiency of the guaranteed amount, and if and whenever the whole of the rebate is not required for that purpose then so much thereof as is not so required shall belong to the M. Company.

38. The payment of such rebate as aforesaid shall not be made so as to prejudice or affect any rents now payable by the M. Company or any section thereof, or any rights of any of the holders of mortgage bonds or debenture stocks created or hereafter to be created by the M. Company, nor shall it be made so as to prejudice or affect the rights or priorities of any of the holders of any guarantee or preferential stock or shares of that company, or of any section thereof, heretofore created or authorised to be created.

39. If and whenever during the continuance of this agreement any part of the rebate is applied for, making up the deficiency of the guaranteed amount, then the amount so applied shall be a debt due from the L. Company to the M. Company, but shall not bear interest, and shall be paid only as provided for by Article 40.

Application of surplus (if any) of L. percentage.

40. If and whenever during the continuance of this agreement the L. percentage is more than sufficient to make the payments, firstly and secondly expressed in Article 34, then the surplus of the L. percentage shall be applied as follows:—

First. In payment to the M. Company of the amount, if any, then due to them, from the L. Company, as expressed in Article 39.

Secondly. In payment to the M. Company of the debt and interest, if any, then due to them from the L. Company, as expressed in Article 29, and the excess shall belong to the L. Company.

Time for payment of salaries and dividends.

41. The several payments to be made to the L. Company, for the purposes firstly and secondly expressed in Article 34, shall be made at such times as to secure the payment of the remuneration, salary and dividend respectively half-yearly, on the 30th day of June and on the 31st day of December in every year, or within two months after those days respectively, and the payment of the office expenses and interest respectively, when and as the same respectively become payable.

Accounts to be kept.

42. Each of the two companies will keep all such accounts and vouchers as shall be proper and sufficient for the purpose of this agreement, which accounts and vouchers shall be open at all reason-

able times to the inspection and transcription of the directors and agents of the two companies respectively, and the two companies respectively will afford to each other all proper and sufficient facilities for the inspection and transcription thereof.

Apportionment of through traffic.

43. With respect to all through traffic passing to and from the L. Railway, and any of the several other railways referred to in Article 35, and whether or not also passing on any other railway, the accounts of the tolls, fares, rates and charges for the same shall be so kept as that equal mileage proportion thereof, including terminals, shall be attributed to the L. Railway, and to those several other railways respectively, so as to show clearly the fairness of the apportionment.

Abstracts of accounts to be exchanged,

44. Each of the two companies will, within six weeks after the 30th day of June and the 31st day of December in every year, transmit to the other company an accurate abstract of such of the accounts as are from time to time necessary to be shown for any of the purposes of this agreement.

and verified, &c.

45. If and whenever during the continuance of this agreement either of the two companies, within one month after the transmission to them of any abstract of accounts, shall require the other company to verify the same, such abstract shall be verified accordingly, and shall, if necessary, be made correct, and shall thenceforth be deemed a settled account. But if one month shall have been permitted to pass without the verification of the abstract of accounts having been required, the same shall thereupon be deemed a settled account, and no account once settled shall be re-opened.

Notices to be signed by secretaries of respective companies.

46. Every notice, request, account or other writing to be given by either of the two companies to the other of them for any of the purposes of this agreement, shall be sufficient if it be signed by the secretary of the company giving it, and be delivered to the secretary of the other company, or be left for them at their principal office.

M. Company may apply for statutory powers to take over the L. Railway.

47. The M. Company may, at any time or times within ten years after the opening of the L. Railway for public traffic, apply for an Act for vesting in them the undertaking, railway, property, rights, powers, and privileges of the L. Company, on the terms of all their debts and liabilities whatsoever being assumed by the M. Company, to the entire exoneration of the L. Company, and of an adequately secured perpetual yearly rent, payable to them

by the M. Company, clear of all deductions, except for property or income tax, and sufficient to meet the payments first expressed in Article 34, and to pay a dividend at the rate of five pounds per centum per annum on the L. paid-up capital; and the L. Company, at the request and expense of the M. Company, will assent to and support any or every such application for an Act containing proper and sufficient provisions for those purposes.

Arbitration clause.

48. If and whenever any difference arises between the L. Company, or their assigns, and the M. Company, or their assigns, touching the time, intent or construction of this agreement, or touching anything to be done, suffered or omitted in pursuance of this agreement, or touching any of the incidents or consequences of this agreement, or touching the carrying into effect of any of the articles of this agreement, or touching any breach or non-fulfilment or alleged breach or alleged non-fulfilment of this agreement, or touching any liability, damages, losses, costs, or expenses by reason of any such breach or non-fulfilment or alleged non-fulfilment, or touching any claim or demand relating to any such liability, damages, losses, costs, or expenses, or otherwise relating to the premises, every such difference shall be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act, 1859, and this article shall accordingly be and have effect as an agreement between the two companies for, and a reference to, arbitration under that Act.

Provision as to proposed amalgamation of M. Company with another railway company.

49. If, under any agreement or arrangement already or hereafter entered into between the M. Company and —— Railway Company, there is or shall be any amalgamation, or any arrangement resembling an amalgamation, whether complete or partial, of all or any part of the respective undertakings of those two companies, the amalgamation and arrangement shall be subject and without prejudice to the due fulfilment of this agreement on the part of the M. Company; and if and so far as shall be requisite for securing to the L. Company the several benefits intended to be secured to them by this agreement, the M. Company will procure the —— Railway Company to adopt and give effect to this agreement; and if and so far as the —— Railway Company are or shall be under any such amalgamation or arrangement beneficially interested under or in respect of this agreement, they shall, to the

extent of their beneficial interest in that behalf, and for the purposes of this agreement, be deemed to be "assigns" of the M. Company.

In witness, &c.

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26. AGREEMENT *between a* Foreign Government *and an* English Company *for the* Construction *and* Working *of a* Railway (*f*).

THIS INDENTURE, made the —— day of ——, 19—, Between the Government of his Majesty the King of —— (and which Government is hereafter referred to as the Government), by A. B., the accredited agent of the Government, of the one part,

Recitals. and the —— Railway Company (and which railway company is hereinafter referred to as the company), of the other part.

Agreement. Whereas the Government, considering that the construction of railways in —— will be of great advantage to the public, have agreed to co-operate with the company in the construction of a line of railway from —— to or near to ——, with a view to an extension thereof to the ——, in the manner and upon the terms and conditions hereinafter mentioned and contained.

Deposit. And whereas it was one of the terms of the said agreement that the company should pay into the treasury of the Government the sum of £—— sterling at certain times agreed upon; and in pursuance and part performance of such stipulation, the company have already paid into the treasury of the said Government the sum of £——, part of the said sum of £——, as the Government

Previous expenses. do hereby admit and acknowledge. And whereas the sum of £—— had been expended prior to the —— day of —— in the present year by the company, for the purposes of their undertaking

Mutual covenants. in a manner approved of by the Government. NOW THIS INDENTURE WITNESSETH, that in pursuance of the aforesaid agreement, and in consideration of the premises, the company do hereby for themselves and their successors (so far as the covenants and agreements hereinafter contained are to be observed and performed by them), agree with the Government, and the Govern-

(*f*) This Precedent is given not as a complete form of contract, but merely as containing specimens of the various stipulations usual in such cases, which it is hoped may be of service in directing the attention of draftsmen to the principal points which must be considered in framing or settling contracts of this nature.

ment does hereby (so far as the covenants and agreements hereinafter contained are to be observed and performed by the Government) agree with the company and their successors in manner following (that is to say):—

Selection of line.

1. That it shall be lawful for the Government to determine, fix upon, and select the route and direction of a line of railway to be constructed as an experimental line of railway, such selected line of railway to commence at or near ——, and to take such a direction to or near to —— that it may form part of a line of railway from —— to ——, and such selected line of railway, of the estimated cost of £—— or thereabouts, shall be completed by the company and opened for the conveyance of passengers and goods, with all practicable speed.

Notice of line.

2. That the Government shall give notice to the company of the line so selected as aforesaid, or of any part thereof, as such part shall from time to time be fixed upon; and it shall be lawful for the Government from time to time to alter the said route or direction, or to extend or limit the same as they shall think fit, after such notice as aforesaid.

Land.

3. That the Government shall, after the selection of the said experimental line of railway, or any part thereof, and from time to time as may be necessary, provide the land which shall be required for the said railway, and the works connected therewith, and proper stations, offices, warehouses, and other conveniences for the same, and shall from time to time give to the company possession thereof: And that all land of which possession shall be so given to the company, which shall not be permanently required for the purposes of the company, shall, so soon as practicable, be restored to the Government.

Works.

4. That the company shall, on receiving possession of the same land, or any part thereof, forthwith, and subject to the supervision and control hereinafter prescribed, commence and proceed with diligence in the construction of the said experimental line of railway, and of all such stations, offices, warehouses, fixed machinery, and other works and conveniences, as in the opinion of the Government (such opinion to be certified in writing) shall be necessary or expedient, as well with reference to the original construction of the said railway and the working thereof, as with reference to the permanent maintenance thereof, and its protection from injury or destruction by inundations, tempests, or other

causes whatever; and such railway shall be made at such gradients, and shall be furnished with rails of such weight and strength, and laid down and secured in such manner, and to consist either of a single or a double line of railway, as the Government shall in writing direct; and shall, if required by the Government, and at such time as they shall in writing require, be provided with an electric telegraph, constructed along all or any part of the said railway, and upon such principle, and to be under such regulations as to its use, and the terms of its use, as the Government shall in writing direct or approve of; and the company shall from time to time attend to, execute, and perform all such directions in writing as may from time to time be given by the Government for any deviations from, or alterations in, any directions or requisitions previously made or given with respect to the premises; and the company shall, so soon as the said railway shall be completed for such a distance as in the opinion of the Government shall be desirable, open the same for the conveyance of passengers and goods.

Opening.

5. That it shall be lawful for the Government, from time to time, by notice in writing to the company, to require any specified part or parts of the said experimental line of railway to be completed as aforesaid, and to be opened for the conveyance of passengers and goods before the remaining part thereof shall be constructed.

Money capital.

6. That the company shall pay into the treasury of the Government the sum of £—— sterling (making together with the said sum of £—— so paid by them as aforesaid, and the said sum of £——, which has been already expended as hereinbefore is mentioned, the sum of £—— sterling), by the instalments and at the times following (that is to say), a sum of not less than £—— within four calendar months from the date of these presents, and thenceforth at the rate of not less than £—— per annum, in such sums, and payable at such periods of the year as shall be assented to by the Government until the whole of the said sum of £—— shall have been paid up, which amounts may be paid in sums of £—— each into the treasury of the Government at ——: Provided that if the company shall receive any portions of their subscribed capital in England, it shall be lawful for them to pay the amount so received in sums of not less than £—— to the ambassador for the time being of his Majesty the King of

——, in London, in or towards satisfaction of the instalments aforesaid, and the acknowledgment of such ambassador shall, when produced to the Government in ——, be considered and taken in part satisfaction of the said sum of £—— so to be paid as aforesaid at the then current rate of exchange: Provided that such payments in London shall never exceed the amounts which may from time to time be determined upon by the Government.

Drafts on capital.

7. That as often as and when any money shall be required by the company for any purposes sanctioned by the Government, and in reference to the particular sums from time to time required, only so far as such purposes shall have been performed to the satisfaction of the Government, or when any money shall be required for the performance of works sanctioned by the Government, while the same shall be in course of execution, the same may be drawn in such sums as shall from time to time be necessary by the company in —— or at —— from the treasury of the Government, according to such equitable arrangements as shall be made from time to time with the company for that purpose, but ten days' notice of every such draft or proposed draft shall be given at the said treasury, and all sums of money which shall be so drawn at —— shall be set off at the exchange of —— per £100 against the sum of £—— or so much thereof as shall have been paid into the treasury of the Government as aforesaid, and the company shall not in any case be entitled to draw upon the treasury in —— or at —— to an extent greater than the balance in their favour for the time being.

Plant, fares, and tolls.

8. That when and so soon as the said line of railway, or any part thereof which shall have been required by the Government to be completed before the construction of the other part, shall be completed and ready to be opened for the use of the public, and so from time to time as any such part thereof shall be so completed and ready to be opened, the company shall and will, subject to the supervision and control hereinafter mentioned, provide to the satisfaction of the Government a good and sufficient stock of engines, carriages and other plant and machinery for working the said railway, or so much thereof as shall have been completed as aforesaid, and carrying on the business and traffic of the same, and the company shall and will forthwith commence and carry on the business of common carriers of goods and passengers upon the said railway, and for that purpose cause to be run on the

said railway so many trains at such times, and at such rates of speed, and between such places, and with such conveniences and accommodations as the Government shall from time to time require, and the company shall and will allow the use of the said railway to the public on such terms as shall be approved by the Government, and the company shall be authorised and empowered to charge such fares for the carriage of passengers and goods and such tolls for the use of the said railway as shall have been approved by the Government, and shall not in any case charge any higher or different fares or tolls whatsoever without such approval being first obtained, but such fares and tolls shall, when such receipts as are hereinafter mentioned shall in any year have exceeded 10 per cent. upon the outlay, be reduced in accordance with any requisition of the Government in that behalf, but only with a view to limiting the said fares and tolls, so far that the net receipts shall not exceed 10 per cent. as aforesaid.

Title to land. 9. That upon the completion of the whole of the said line of railway, the Government shall and will grant to the company a lease of, or otherwise secure to them, a right and title to the land which shall have been provided under the provision hereinbefore contained, or of so much thereof as shall be required for the completed line, and for the works and conveniences thereto belonging, for a term of ninety-nine years commencing from the day of the date of these presents under the provisions herein contained: And the Government shall guarantee to the company the quiet and undisturbed possession of such land, but shall not be called upon to show any title thereto.

Supervision. 10. That the company and their officers, servants, and agents, as also their accounts and affairs, shall in all things be subject to the superintendence and control of the Government as well in —— as elsewhere, and in particular that no bye-laws, contracts, orders, directions, proceedings, works or undertakings, acts, matters or things whatsoever, shall be made, done, entered into, commenced or prosecuted, by or on the part of the company, unless previously sanctioned in writing by the Government, or in some other manner to be prescribed by them, and that no money shall be raised by the company by any other means than by calls upon the shares in the same company, without the sanction of the Government in writing, and no extension of the number of shares in the company, or in the amount of its capital, shall be made,

unless sanctioned in like manner, and that it shall be lawful for the Government from time to time to give to the company, their officers, servants and agents all such orders and directions as the Government shall from time to time think fit with reference to the railway and works to which this present contract relates, and with reference to the manner and times of executing the same, and with reference to any contracts, orders and directions to be entered into, made or given with regard thereto, and otherwise with reference to the same, all which contracts, orders and directions, shall be executed and followed by the company to the satisfaction of the Government, the costs and expenses of the same which shall have been allowed and sanctioned by the Government being paid out of the said sum of £—— sterling; and that for better enabling the Government to exercise the control and direction intended to be hereby secured, the company shall record and keep in proper books for that purpose full and particular accounts and transactions and proceedings, including full and true minutes of all their meetings, meetings of directors, and communications with —— so as at all times to exhibit thereby fully and truly the state of their affairs and proceedings; and that the Government, and any person or persons appointed by them in that behalf, shall have, at all reasonable times, free access to all the books, accounts and documents of the said railway (except communications between the company and their legal adviser), and power to make copies of and extracts from the same, whether such books, accounts, papers and documents relate to the railway and works aforesaid, or to any other matters or things whatsoever, in which the company shall or may be interested; and for the purposes aforesaid it shall also be lawful for the Government from time to time to appoint any one person, not being a shareholder in the company, to be an *ex officio* director of the company, which director, if and when appointed, shall rank as and be one of the board of directors of the said company, and be entitled in all things to act as such, and to exercise his discretion and right of veto in all proceedings whatsoever at boards of the directors, except proceedings for the purpose of communicating with the legal advisers of the company, and shall not be removable unless by order of the Government, and shall, in case the whole number of directors shall at the time of his appointment be complete, be in the place of the director who shall retire from the

direction according to the decision of the board, such decision being taken by ballot; but official directors shall not be entitled to any salary from the company. Provided always, that nothing hereinbefore contained shall authorise the Government to appoint any officers or servants of the said railway, except such official director as aforesaid.

Sanction of expenditure.

11. That all the expenses of the company shall from time to time be stated and submitted to the Government for their sanction and approval, and as between the company and the Government shall be allowed so far only as the same shall from time to time have been sanctioned and approved by the Government: Provided always, that the last-mentioned stipulation shall not interfere with any such subsidiary agreement or agreements, if any, as from time to time may be made between the company and the Government, for the performance of any part or parts of the said railway and works, at any sum or sums of money to be specified in such subsidiary agreement or agreements, in which case the expenses in respect of the same shall be allowed and taken at the sum or sums which shall be so agreed on.

Capital account.

12. That a capital account relating to the construction of the said experimental line of railway, and the works, conveniences and telegraphs thereto belonging, and relating to the original cost of engines, carriages and other plant and machinery, shall be kept by the company, to which account all moneys paid by the company, the expenditure of which shall have received the sanction and approval of the Government, shall from time to time be carried; and when and so soon as the said railway and works shall have been completed and furnished with the necessary rolling-stock and plant, the said capital account shall be made up, and a statement shall be furnished to the Government of the aggregate amount of capital which, according to such account, shall have been expended, and such amount shall, by examination of such account, be ascertained and certified by the Government; and thenceforth, and from the opening of the said line of railway, the cost of maintaining it, with its machinery and stock, in good working condition, shall be payable by the company out of the revenue of the said railway, including any interest to be received from the Government as hereinafter is mentioned. But upon any additions, alterations and improvements, such as shall properly be chargeable to the capital account, being thereafter made with the sanction and approval of the Government, of or in the said railway, or the

works, conveniences or telegraphs thereto belonging, or the engines, carriages and other plant and machinery, the cost necessarily incurred in executing such additions, alterations or improvements shall be added to the said capital account, and the said capital account shall from time to time be made up and started afresh, as occasion shall require, and be ascertained and certified accordingly.

Repairs.

13. That at all times during the said term of ninety-nine years the company shall keep the said railway, or so much thereof as shall be completed, and the works and conveniences belonging thereto, and the telegraphs on the said railway (if any) in a state of good repair, and in good working condition, to the satisfaction of the Government; and shall keep the same fully provided with rolling-stock and plant adequate to the service thereof, to the satisfaction of the Government.

Revenue account.

14. That the company shall, in such forms and under such heads or divisions as shall be prescribed by the Government, keep accounts of all receipts and payments whatever in respect of their undertaking and business, except such receipts and payments as shall properly belong to the capital account hereinbefore agreed to be kept; and such accounts shall be called "The Revenue Accounts of the Company," and shall be made up half-yearly to the —— day of ——, and the —— day of —— in every year, or to such other day in the year as the company shall appoint, and shall be regularly transmitted to the Government, who shall be at liberty at all times, in auditing the said accounts, to make any corrections therein which may be necessary.

Deposit of revenue and drafts thereon.

15. That all moneys whatever (except the money covenanted by this agreement to be otherwise paid) received by or on account of the company in ——, shall, without any deduction under any pretence whatever, be paid to the Government at such times and in such manner as they may direct, to an account to be kept separately, and to be called "the revenue account" of the company, and when any money shall be required by the company for any purposes sanctioned by the Government, and in reference to the particular sums required only so far as the Government shall be satisfied that the work has been performed, such money may be drawn by the company according to such arrangements as shall from time to time be made with the Government for that purpose.

Guarantee of interest.

16. That the Government shall from time to time during the

said determinable term of ninety-nine years pay to the company half-yearly on the —— day of ——, and the —— day of —— in every year interest at the rate of £—— per cent. per annum, on the said sum of £—— sterling, or on such parts thereof as shall for the time being be paid into the treasury of the Government as aforesaid (including the said sum of £—— expended as aforesaid, which shall for all the purposes of these presents be regarded as having been paid into the said treasury on the date hereof, and drawn out for the purposes of the company), such interest upon any part of the said sum of £—— being considered, in the first instance, as running from the day on which the same shall have been so paid, or be deemed to have been so paid, into the treasury of the Government.

Excess above £——.

17. That if the expenditure of the company in making the said railway and works, or otherwise in respect of the matters to be included in the said capital account, shall exceed the said sum of £——, the money necessary to meet such excess having been raised and paid by the company into the treasury of the Government, the Government shall from time to time, during the then residue of the said determinable term of ninety-nine years, pay to the company half-yearly from the days aforesaid interest at the rate of £—— per cent. per annum on the same money from the respective times when they shall have been so paid into the treasury of the Government as aforesaid.

Limitation of extent of railway.

18. That if after the selection of the said line of railway the Government, under the power hereinbefore reserved to them in that behalf, shall, with a view of keeping the expenditure within £——, or for any other reason, think fit to limit the extent of the said line of railway, the provisions herein contained with reference to the originally intended line of railway shall apply to the said limited extent of railway in the same manner as if the same had been originally selected: Provided always, that in case of any alteration in the selected line of railway, all expenditure which shall have been incurred by the company, and which shall have been sanctioned and approved by the Government, shall be considered as properly expended, although the same may, in the event, be useless for the purpose of the said railway as finally adopted.

Application of profits.

19. That so soon as the company shall begin to work the said railway, or any part thereof, the net recipts which shall be realised

during any half-year, or from the commencement up to the first of the aforesaid half-yearly days, after deducting therefrom all sums which shall have been expended in the repair and maintenance of the said railway and works, and the repair and restoration of the rolling-stock and plant, and the management and conduct of the company and affairs, and which shall have been sanctioned by the Government, and also deducting such sum, if any, as with the consent of the Government, may be appropriated and set apart for restoring and making good any deterioration of the railway and works, or stock and plant, and for the current expenses of working the railway (the money to be so appropriated and set apart as a reserve, or any part thereof being invested or accumulated or otherwise dealt with till required for application in any manner the said railway may think fit, subject to the sanction and approval of the Government), shall be applied in the first place in or towards discharge of the interest which shall be payable by the Government under their covenants hereinbefore contained in respect of the said half-year, so as to exonerate the Government, so far as the same net receipts will extend, from the payment of such interest, the money to be so applied being reckoned at the exchange of ——, and the residue, if any, of such net receipts shall be applied in manner following (that is to say): one moiety thereof shall be forthwith applied in the payment of such sums of money as shall at any previous time or times have been paid by the Government to the company under the covenants hereinbefore contained by way of interest as aforesaid, together with simple interest on such sums of money at the rate of £—— per cent. per annum, from the times of payment respectively, and such moiety shall be paid into the treasury of the Government, and shall be reckoned at the said rate of exchange, and shall be applied in reduction and discharge of the whole of the interest payable to the Government on the said sums of money before the same shall be applied in liquidation of any part of the principal thereof, and the other moiety of the said surplus net receipts shall be paid to or applied for the use and benefit of the company; and if at any time during the said determinable term of ninety-nine years the whole of the moneys previously paid by the Government as aforesaid, with interest thereon as aforesaid, shall have been repaid and discharged, then for every half-year during such time, and as often as the same shall happen, the company shall be entitled for

their own use and benefit to the entirety of the said surplus net receipts, or as the case may be so much thereof as shall remain after such repayment and discharge as last aforesaid shall have been made.

Mails and troops.

20. That the company will, at all times during the said determinable term, convey on the said railway, the mails and post bags, and the guards and other servants of the post office in charge thereof, free of charge, and when on duty, all officers and persons in the administration of the post office, also free of charge, and will also convey on the said railway, when they are on duty, the troops, both horse and foot, as well as artillery, engineers, and other branches of His Majesty's forces, and all employés of the Government, and all artisans of, or when on the business of, the Government, the officers and persons of similar station in life to be entitled to travel in first class carriages at second class fares, and the troops and artisans and other persons aforesaid at the lowest fares, and will also convey on the said railway all general stores belonging to the Government, and all guns, ammunition, horses and other animals used for military purposes, and all military stores, carriages, waggons, camp equipage and equipments whatsoever, at the lowest rate for the time being chargeable for the carriage of such animals, goods and merchandise, the several privileges of conveyance and carriage stipulated for being at all times to be used and enjoyed in preference to and priority over the public use of the said line of railway for conveyance and carriage.

Ultimate rights of property.

21. That at the end of the said term of ninety-nine years, by effluxion of time, the land to be provided as aforesaid, with the railway thereon, and all buildings, works, fixed machinery, telegraphs and conveniences whatsoever, shall revert to and become the property of the Government, on account of the Government, free from all debts and charges whatever, save such as shall have been sanctioned by the Government; and any lands in ——, which may then have been held by the company for the purpose of their business, shall be sold, and the clear moneys produced by such sale shall be paid to the Government on the same account; and the company shall deliver to the Government, as their absolute property, on the same account, all plans, surveys, sections, books, printings, writings and documents whatsoever in anywise connected with the undertakings and affairs of the said railway;

and the said company shall sell to the Government, who shall be bound to purchase the same, all the engines, carriages, stock, machinery and plant, which shall then be used in working the said railway, or otherwise in connection therewith, for such sum of money as shall be determined by valuation, to be made by referees or their umpire in case of difference, to be respectively appointed in the usual manner, and the Government shall pay to the company the sum of money to be so determined within four months after such determination, with interest thereon at the rate of £—— per cent. per annum, from the expiration of the said term of ninety-nine years.

Surrender.

22. That after the said line of railway shall have been finished and in work for three calendar months at least, it shall be lawful for the company then or at any time thereafter to give notice in writing of their intention to surrender and relinquish the said railway and works to the Government on any day to be mentioned in such notice, so that such notice be served at least six calendar months before that day both on the Government in ——, and also on the secretary of the Government at ——, and in case of such notice being given the company shall at the expiration thereof surrender and relinquish the said railway and works accordingly, together with the telegraphs (if any), and shall with all convenient speed sell any lands in ——, which may then be held by the company for the purpose of their business, and pay the clear moneys to be produced by such sale to the Government, and shall deliver to the Government the engines, carriages, stock, plant, and machinery belonging to the said railway and works, and all plans, surveys, books, printings, writings, and documents whatsoever, connected with the undertaking and affairs of the company, and the Government shall be bound to accept the premises to be surrendered and delivered (it being expressly agreed that the said railway, works, telegraphs, engines, carriages, stock, plant and machinery, shall at the time of such surrender and delivery be in good working order) according to the covenant in that behalf hereinbefore contained on the part of the company; and immediately upon such surrender and delivery being made, the Government shall be bound to pay to the company the capital expended by the company as ascertained and certified in manner hereinbefore mentioned, together with such part (if any) of the said sum of £—— as shall remain in the hands of the

Government, and thereupon the aforesaid covenants for payments shall cease as from the day upon which the Government shall be bound to accept the said railway and works. Provided that the Government shall not be liable to refund any sum expended in the maintenance or working of the line after the same shall have been opened, which sum is to be provided by the company out of the revenues of the line and interest as hereinbefore provided or otherwise.

Right of purchase.

23. That at any time within six calendar months after the expiration of the first twenty-five years of the said term of ninety-nine years, or at any time within six calendar months after the expiration of the first fifty years of the said term, it shall be lawful for the Government to give notice to the said ——, in ——, and at ——, of their intention to purchase the said railway and works, together with the telegraphs (if any), and the engines, carriages, stock, plant, and machinery belonging to the said railway and works, but subject to such debts and liabilities, if any, as may have been incurred to the Government (exclusive of any arrears of interest on the capital of the company which shall have been paid under the conditions of this agreement, and which shall then be still due), to any person and persons, with the sanction of the Government, and to interest on such of the said debts as carry interest from the day on which they shall take possession of the said railway, but not from any earlier time, and thereupon at the half-yearly day next but one following such notice, the land to be provided as aforesaid, with the railway thereon, and all buildings, works, fixed machinery, telegraphs, and conveniences whatsoever, shall revert to and become the property of the Government, as the owners thereof by purchase, on account of the Government of ——; and in case any lands in —— shall then be held by the company for the purpose of their business, the same shall be sold, and the clear moneys to be produced by such sale shall be paid to the Government; and the company shall at the same time deliver to the Government the engines, carriages, stock, plant, and machinery belonging to the said railway and works, and all plans, surveys, sections, books, printings, writings, and documents whatsoever in anywise connected with the undertaking and affairs of the company; and the Government shall be bound to pay in ——, on the said half-yearly day, for the purchase of all the said premises, the full amount of the

value of all the shares or capital stock in the company, calculated according to the mean market value in —— of such shares or stock during the three years immediately preceding the expiration of the said period of twenty-five years, or the said period of fifty years, as the case may be; and shall also be bound to indemnify the company against all such debts and liabilities (if any) as they may have incurred to or with the sanction of the Government, and as shall be then subsisting; and thereupon the aforesaid covenant for payment of interest shall cease.

Possession as a remedy.

24. That if default shall be made by the company in the payment of the said sum of £——, or any of the instalments thereof, or in the due application of any money drawn from the treasury in ——, or —— as aforesaid, or in the execution of the said railway and works conformably with their aforesaid covenant in that behalf, or in case the said railway shall not be worked to the satisfaction of the Government, or in case of any other breach on the part of the company of any of the covenants herein contained, it shall be lawful for the Government, on giving to the said railway company at —— three calendar months' notice of their intention in that behalf, to terminate the interest of the company in the said land, railway, telegraphs, and works, and all or any of the engines, carriages, stock, plant, and machinery provided for the same, and all plans, surveys, sections, books, printings, writings, and documents whatsoever, in anywise connected with the undertaking and affairs of the company; and in that case any lands in —— which may then be held by the company for the purpose of their business, shall, with all convenient speed, be sold, and the clear moneys to be produced by such sale shall be paid to the Government; and in case of such notice being given, the Government shall be liable to repay, within six calendar months of its expiration, to the company the capital expended by the company, so ascertained and certified as hereinbefore mentioned, after a proper deduction for all debts and liabilities then affecting the company or the property of the company, the money so to be repaid to include so much (if any) of the said sum of £—— as shall then remain in the hands of the Government. And thereupon the aforesaid covenants of the Government for payment of interest shall cease, and all claims by the Government on the said railway shall also cease.

Repairs by the company.

25. That if default shall be made by the company, after the

railway shall have been opened, in their covenant to keep the said railway and works in repair and condition for the space of one calendar month next after notice in writing in that behalf from the Government to the company at ——, it shall be lawful for the Government by their agents to enter on the railway and works, and do and execute all such works as may be required in fulfilling the said covenant, and to charge the expenses of the same against the company, by setting off the amount of such expenses against any moneys then payable, or which shall thereafter become payable by the Government for interest in manner hereinbefore mentioned, which interest shall in such case to that extent be considered as paid and satisfied by such set-off or retainer; and shall for all the purposes of these presents be regarded and considered as interest actually paid by the Government to the said railway in pursuance of their aforesaid covenant in that behalf. And if such expense shall not be satisfied by such set-off and retainer as aforesaid, then the Government may set off and deduct the same against and from all or any part of any other moneys which shall on any account whatever be or become payable by the Government to the company.

Annuity compensation.

26. That in every or any case in which, under the provisions of these presents, the Government shall become bound to repay the capital expended by the company as aforesaid, or in which the Government shall become liable to pay for the purchase of the said railway, works, and stock, before the expiration of the said term of ninety-nine years, it shall be lawful for the Government, instead of paying a gross sum of money in respect of the premises, to declare by notice to the company in —— their option to pay an annuity, to be reckoned from the time when the gross amount would be payable, and to continue during the residue of the said term of ninety-nine years; and in that case such annuity shall be payable in London on such two half-yearly days in the year as shall be selected by the Government in that behalf, with a fractional part for any broken half-year, the rate of interest which shall be used in calculating such annuity being determined by the average rate of interest during the preceding two years received in —— upon public obligations of the Government, which shall be ascertained by reference to the governor or deputy-governor of the bank of —— for the time being. Provided always, that the aforesaid option shall not apply to the undrawn

portion of the aforesaid sum of £——, which portion is to be repaid to the company with interest, under the provisions in that behalf hereinbefore contained, in case the company shall relinquish or be deprived of the said railway and works as aforesaid.

Return of surplus.

27. That if, after the said railway and works, including the telegraphs, if required, shall have been completed and furnished with adequate working stock, the whole of the said sum of £—— shall not have been required for the purpose of the said capital account, the surplus thereof shall to the extent to which the same shall have been received by the Government be refunded by the Government to the company in —— with such interest as shall be due on such sum at the time; and thereupon the aforesaid covenants for payment of interest shall apply only to the amount of the said capital account, and such last-mentioned amount shall for all the purposes of these presents be considered as substituted in lieu of the said sum of £——.

Notices, &c.

28. That any notice, direction, approval, or sanction to be given or signified on the part of the Government for any of the purposes of these presents, shall be sufficient and binding, if signed by the minister for public works of his Majesty the King of ——, or by the secretary of such minister, or by any other officer or servant of the Government authorised to act on behalf of the Government in respect of the matters to which the same shall relate; and that the Government shall not in any case be bound in respect of the matters aforesaid, unless by some writing signed in the manner before mentioned.

Railway office and agent in the foreign country.

29. That the company shall forthwith cause to be established in —— an office of the company, and keep the same at all times hereafter during the said term established at ——, and the company shall keep at the said office an authorised agent or agents, with whom the Government may communicate on affairs concerning the said railway, and all drafts drawn by the said agent or agents, and all receipts of and acts done by such agent or agents on behalf of the company, or concerning the said railway, works, and stocks, shall be binding on the company, and every notice to be given to the company shall be sufficiently given if left at the said office, or personally served on such agent or agents.

Legislation.

30. That the Government shall promote the passing, by the Legislature of ——, of all statutes, orders, and other measures which shall be necessary or convenient for enabling the company

to fulfil in —— the objects of their undertakings, according to the terms and provisions of these presents.

Extension to ——.

31. That in case the Government and the company shall hereafter deem it expedient that the said line of railway shall be extended to ——, and the company shall increase their capital to £—— sterling, as hereinbefore mentioned, the additional capital to be raised shall be paid into the treasury of the Government, at such times and in such sums as shall be mutually arranged between the Government and the company, and all and singular the provisions of these presents, with reference to the said capital of £——, and the said line of railway to or near to ——, shall in all respects be held to apply, *mutatis mutandis*, to such increased capital of £—— sterling, and such extended line from —— to ——, and the capital account of the company shall be dealt with accordingly, and in all other respects the said increased capital and extended line shall be held to be within the covenants hereby entered into, according to the true intent and meaning of these presents.

In witness, &c.

RATING.

I. OUTSIDE THE METROPOLIS.

1. FORM OF NOTICE *of* Objection *to a* Valuation *or* Supplemental Valuation List *before the* Assessment Committee *by* Overseers, *by* Parish Council *or* Meeting, *or by* Representative Body (*a*).

To the Assessment Committee of the —— Union, in the county of ——, and to the churchwardens and overseers of the poor of

(*a*) *Who may object.*—"Any overseer or overseers of any parish in any Union who shall have reason to think that such parish is aggrieved by the valuation list of any parish within such Union." (U. A. C. Act, 1862, s. 18.) *Latest time for giving notice.*—At any time after the deposit of the list, and before the expiration of twenty-eight days after notice of deposit (U. A. C. Act, 1862, s. 18), as sect. 1 of the U. A. C. Am. Act, 1864, does not apply.

the parish of ——, in the said Union, and to —— (*b*), of ——, in the said parish.

I, ——, of ——, being overseer [*or*, we being overseers] of the parish of ——, in the said Union, having reason to think that my [*or*, our] said parish is aggrieved by the valuation [*or*, supplemental valuation] list thereof (*c*) [*or*, of the said parish of ——], do hereby give you notice of objection thereto on the following grounds:—

1. That the rateable hereditaments of the said parish of —— [*other than that of the objector*] are valued at less than the annual rateable value thereof.
2. That the rateable hereditaments of the said parish of —— [*objector's own parish*] are valued beyond the annual rateable value thereof.
3. That the gross estimated rental [*or*, rateable value] of the hereditament numbered —— in the valuation list for the said parish of —— [*the parish other than that of the objector*] is assessed at too low a sum.
4. That the gross estimated rental [*or*, rateable value] of the hereditament numbered —— in the valuation list for the said parish of —— [*objector's own parish*] is valued at too great a sum.

INVALIDITY OF LIST. OMISSION.

5. [*Any of ground* 12 *and grounds* 17 *to* 42 *inclusive in Form* 2 *applicable.*]
6. That no notice of a meeting to hear objections to the said list was sent to us by you, the said Assessment Committee, although such a meeting [*or*, meetings] was held.

Dated the —— day of ——, 19—.

Signed by and on behalf of the above-named —— (*d*).

(*b*) Under sect. 19 of the U. A. C. Act, 1862, the Assessment Committee, on the hearing of objections to the list, may direct further notice of objection to be given by the overseers (or their representatives).

(*c*) U. A. C. Act, 1862, s. 18, and *R.* v. *W. Riding JJ.*, 1 Man. & Ry. 547, where it was held that the notice of appeal must state that the party giving it was "aggrieved" in the words of the statute giving the appeal.

(*d*) Appellant may, of course, sign for himself (S. J. Act, 1879, s. 31 (7)). As any agent, although neither counsel nor solicitor, may appear before the

2. FORM OF NOTICE *of* OBJECTION (*e*) *before* ASSESSMENT COMMITTEE *to a* VALUATION, *or* SUPPLEMENTAL VALUATION LIST *not intended to be followed by* APPEAL (*f*).

To the Assessment Committee of the —— Union, in the county of ——, and to the churchwardens (*g*) and to the overseers of

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Assessment Committee in support of the objection (*R.* v. *A. C. of St. Mary Abbot's, Kensington*, [1891] 1 Q. B. 378), he may probably sign the notice. The clerk, &c. of a parish council, borough council, &c., or the agent of a company, should sign himself; if a solicitor does so he should sign,

"By and on behalf of the above-named —— [*the clerk, &c.*], and of the said [*council, company, &c.*]."

(*e*) Notice of objection is given (1) with the view of obtaining relief from the Assessment Committee, but with no intention of appealing from their decision; (2) with a view to appeal against an adverse decision either to special or quarter sessions, and as a necessary preliminary thereto, by sect. 1 of the U. A. C. Am. Act, 1864. An appropriate form is given in each of these cases (Forms 2, 3 and 7); but unless the person objecting is quite clear as to his future course after the decision of the Assessment Committee, he had better select his "grounds" from Form 7, which contains every possible objection. He is then free either not to appeal at all or to appeal to either special or quarter sessions, being confined on appeal to the grounds taken before the Assessment Committee. A ground of objection or appeal can, of course, always be abandoned.

(*f*) *Who may give above notice.*—"Any person who may feel himself aggrieved by any valuation list on the ground of unfairness or incorrectness in the valuation of any hereditaments included therein, or on the ground of the omission of any rateable hereditaments from such list." (U. A. C. Act, 1862, s. 18.) In terms this would include overseers objecting after re-deposit to an alteration made by the Committee itself under sect. 20 of the U. A. C. Act, 1862. This would seem to enable a ratepayer in one parish of a Union to object to the valuation list of any other parish in the Union on the ground that a hereditament was under-assessed or omitted, as "aggrieving" him because affecting the contribution of his parish to the common fund. It is submitted that this is impliedly excluded by the fact that the section confers this power on the overseers.

Time for giving above notice.—At any time (sect. 1, U. A. C. Am. Act, 1864). It may be that this notice of objection and that dealt with in sect. 18 of the U. A. C. Act, 1862 (which formerly regulated notices of objection), are different documents, the former applying only to notices served as a preliminary to appeal, and the latter to the notice in question. But as it

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(*g*) *See* note (*g*) next page.

the poor of the parish of ——, in the said Union, and to ——, of ——, in the said parish.

I, —— (*h*), of ——, in the said parish, being a person aggrieved by the valuation [*or*, supplemental valuation] list thereof, hereby give you notice of objection thereto on the following grounds:—

AMOUNT.

1. That the valuation in respect of the hereditament numbered —— therein is unequal (*i*), unfair, and incorrect.
2. That in respect of the hereditament numbered —— therein I am assessed at too great a sum.
3. That my gross estimated rental is assessed at too great a sum.
4. That an insufficient sum has been allowed by way of deduction from my said gross estimated rental.
5. That my rateable value is too high.

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would be impossible for anyone objecting that the notice was out of time to show that it did not belong to the former class, practically an objector can always take advantage of the provisions of the Act of 1864.

(*g*) This notice must not be served on churchwardens where the parish is:—

(1) A rural parish. Sect. 5 (2) of the Local Government Act, 1894, enacts that as from the appointed day (see sect. 84 (4)),

(a) The churchwardens of every rural parish shall cease to be overseers, and an additional number of overseers may be appointed to replace the churchwardens.

(2) Any urban parish as to which the Local Government Board has made an order under sect. 33 (1) of the Local Government Act, 1894, that sect. 5 (2) (a), *supra*, shall apply—*i.e.*, that churchwardens shall cease to act as overseers in such urban parish.

It will therefore be necessary in the case of an urban parish to ascertain whether an order under sect. 33 (1) has been made.

(*h*) Where the objector is a company, a person duly authorised by it must appear. The form will then run:

"I, ——, of ——, being duly authorised by the —— Company, Ltd. [*the name appearing in the valuation list*], which is aggrieved, &c., hereby on their behalf, give you notice, &c."

(*i*) U. A. C. Act, 1862, s. 18. Inequality is not a matter that can be inquired into by the Committee; but, being a ground of appeal, must—where an appeal is intended—be taken before them.

6. That in respect of the hereditament numbered —— therein you the said —— are assessed at too small a sum.
7. That your gross estimated rental is assessed at too small a sum.
8. That too great a sum has been allowed by way of deduction from your gross estimated rental.
9. That your rateable value is too low.
10. That the said list has not been amended in pursuance of a decision of justices assembled in quarter sessions for the county of —— [*or*, decision of the court of quarter sessions for the borough of ——, in the county of ——; *or*, decision of justices assembled in special sessions], holden at ——, in the said county [*or*, borough], on the —— day of ——, 19—, whereby my assessment numbered —— in the said list was altered from £—— [gross *or* rateable] to £—— [gross *or* rateable].
11. That the assessment of the property numbered —— therein was made on an erroneous principle (*k*).

OMISSION FROM LIST.

12. That a certain rateable hereditament known as ——, in the said parish, is omitted from the said list.

[*The following from* 13 *to* 16 *inclusive are objections that the list is not binding on the objector, though otherwise valid.*]

13. That our name ought to be struck out of the said list in that no such notice as is required by law was given to us of the sum set down in the said list as the rateable value of the property purporting to be occupied by us, although we have no office or place of business in the said parish (*l*).

(*k*) Not likely to arise in practice in view of the statutory directions for ascertaining value. See observations of Wills, J., in *Horton* v. *Walsall A. C.*, [1898] 2 Q. B. at p. 242.

(*l*) U. A. C. Am. Act, 1864, s. 5. This is only applicable when the objector is a railway, telegraph, canal, gas, or water company. It is doubtful whether this objection will prevail; but see Blackburn, J., in *R.* v. *Middlesex JJ.*, L. R. 7 Q. B. at p. 656, decided on sect. 9 of the Valuation (Metropolis) Act, 1869.

14. That, &c. [*see obj.* 13], in that I, being entitled to inspect $\frac{\text{and}}{\text{or}}$ obtain copies $\frac{\text{and}}{\text{or}}$ extracts from the said list, was not allowed to do so. [*See obj.* 32, *infra.*]
15. That, &c. [*see obj.* 13], in that you, the said Assessment Committee, considered objections to the said list, of which notice had not previously been given to me, although I did not consent thereto. [*See obj.* 28.]
16. That, &c. [*see obj.* 13], in that you, the said Assessment Committee, considered objections to the said list, in respect of which you had ordered notice of objection to be served on me, although in fact no such notice was served on me (*m*). [*See also obj.* 29.]

JURISDICTION OF PERSONS MAKING (*n*).

17. That the said list was made by a person [*or,* persons] not duly authorised by law.
18. That the overseers [*add* and churchwardens *if the list purports to be made by them. Add also* or some of them, *where all of them are not attacked*], by whom the said list purports to be made, were not duly appointed according to law.
19. That you, the said Assessment Committee, at the time you ordered the said list to be made by the person who, in pursuance of such order, purports to have made it as the person so appointed, were not duly constituted an Assessment Committee [*or,* were not acting as an Assessment Committee (*o*)].
20. That you, the said Assessment Committee, at the time you ordered the said list to be made by the person who, in

(*m*) Doubtful objection.

(*n*) By sect. 18 of the U. A. C. Act, 1862, the Committee can only deal (*inter alia*) with objections on the ground of "unfairness or incorrectness in the valuation of any hereditaments." This, of course, does not include an objection that the list is a nullity, and therefore these objections are probably not available. But as the only thing the Committee can deal with is a valuation list, they are inserted here, as it may be argued that it is competent to show that the document before them is not one, or is not binding on the objector.

(*o*) *I.e.,* the order was not made by the majority, or was made when less than three were present, &c. See U. A. C. Act, 1862, s. 9.

pursuance of such order, purports to have made it as the person so appointed, had not first given notice to the guardians $\frac{\text{nor}}{\text{and}}$ obtained their consent.

FORM.

21. That the said list is not in the form prescribed by law.

NON-OBSERVANCE OF FORMALITIES.

22. That the said list was not duly deposited according to law.
23. That no due notice of deposit of the said list was given.
24. That the said list was not transmitted to the Assessment Committee at the proper time.
25. That no notice of a meeting or meetings to hear objections to the said list was published at the time or in the manner required by law.
26. That no meeting or meetings to hear objections to the said list were held by you, the said Assessment Committee, although proper notice of objection thereto was given.

IMPROPER PROCEDURE BY ASSESSMENT COMMITTEE.

27. That in revising the said list, you improperly delegated your powers therein.
28. That you, the said Assessment Committee, in revising the said list, considered objections thereto of which notice had not previously been given, although the consent of the persons entitled to such notice had not been obtained.
29. That you, the said Assessment Committee, in revising the said list, dealt with objections thereto in respect of matters as to which you had previously ordered notice of objection to be served on certain other persons, although in fact such notice was not served.
30. That you, the said Assessment Committee, in revising the said list, acted on the valuation of a valuer appointed by you without the consent of the guardians having been first obtained (*p*).

(*p*) Doubtful objection.

31. That you, the said Assessment Committee, in revising the said list, acted on a valuation not given in the form or fulfilling the requirements of sect. 4 of the Union Assessment Committee Amendment Act, 1864.

REFUSAL OF RIGHT OF INSPECTION, &C.

32. That the right of inspecting $\frac{\text{and}}{\text{or}}$ obtaining copies $\frac{\text{and}}{\text{or}}$ extracts from the said list was refused to persons entitled thereto.

RE-DEPOSIT AND SUBSEQUENT PROCEDURE.

33. That you, the said Assessment Committee, did not duly approve the said list previous to its re-deposit.
34. That you, the said Assessment Committee, did not duly re-deposit the said list as revised by you (*q*).
35. [*Ground* 23, *supra, altering* deposit *to* re-deposit.]
36. [*Ground* 25, *supra, adding* when re-deposited *after* list.]
37. [*Ground* 26, *supra, adding* when re-deposited *after* list.]
38. [*Ground* 32, *supra, adding* when re-deposited *after* list.]
39. That you, the said Assessment Committee, altered the said list when re-deposited in consequence of entertaining objections other than those to alterations made before re-deposit (*r*).
40. [*Grounds* 27, 28, 29, 30, and 31, *supra, adding* when re-deposited *after* list.]
41. That you, the said Assessment Committee, did not duly approve the said valuation list.
42. That you, the said Assessment Committee, approved the said valuation list before the proper time (*s*).

Dated the —— day of ——, 19—.

Signed for and on behalf of the above-named —— (*t*).

(*q*) U. A. C. Act, 1862, s. 21 (*R.* v. *Chorlton Union*, L. R. 8 Q. B. 5). This does not apply when the alteration has been made on an objection under sect. 1 of the U. A. C. Am. Act, 1864, "at any time" and after the list has been approved (*R.* v. *Edmonds*, L. R. 9 Q. B. 598).

(*r*) Doubtful objection.

(*s*) In *Reigate Union* v. *S. E. R. Co.*, [1894] 1 Q. B. 411, the list was

(*t*) See note (*d*), p. 1257, *ante*.

3. FORM OF NOTICE *of* OBJECTION *before* ASSESSMENT COMMITTEE *to* VALUATION *or* SUPPLEMENTARY VALUATION LIST *intended as a* PRELIMINARY *to* APPEAL *against a* RATE *to* SPECIAL SESSIONS (*u*).

To the Assessment Committee of the —— Union, in the county of ——, and to the churchwardens and to the overseers of the poor of the parish of ——, in the said Union, and to ——, of ——, in the said parish.

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approved before the expiration of twenty-eight days after notice of deposit, the time within which notice of objection can be given, and was held invalid in consequence.

(*u*) *Time for giving above notice.*—At any time (U. A. C. Am. Act, 1864, s. 1, modifying sect. 18 of U. A. C. Act, 1862, which made it any time after the deposit of the list and before the expiration of twenty-eight days after the notice of deposit). The effect of the provision "at any time" is also to permit notice of objection "at any time," because the appeal is to the next practicable special sessions after the rate is made (*R.* v. *Trafford,* 15 Q. B. 200; *R.* v. *Hammond,* 4 N. S. C. 316); and next "practicable" sessions means those at which an effectual appeal can be lodged (*R.* v. *Biggleswade Union,* 21 L. T. 494), which cannot be done, unless a notice of objection has been given with failure to obtain relief from the Assessment Committee (U. A. C. Am. Act, 1864, s. 1). Practically, "at any time" means a time not more than a year after the making of the list, because (1) an appellant can only give the required notice to the Assessment Committee then in office, all others having ceased to exist, as the appointment is annual (U. A. C. Act, 1862, s. 2); (2) the objection must be to the list approved by them (U. A. C. Am. Act, 1864, s. 1), *i.e.,* during their year of office. And it follows that the only rate that can be appealed against is one made in conformity with that list, it being impossible to give a valid notice of objection as regards any other. In *Reigate Union* v. *S. E. R. Co.,* [1894] 1 Q. B. 411, the Court adopted the argument that the provision as to "any time" does not apply to objections against the assessment of third persons. If so, notice in these cases must be given before the expiration of twenty-eight days after notice of deposit (U. A. C. Act, 1862, s. 18). After re-deposit—no time prescribed.

Length of notice.—(1) *To Assessment Committee.*—Twenty-one days previous to the special sessions (U. A. C. Am. Act, 1864, s. 1), one day being reckoned inclusively and the other exclusively (*R.* v. *W. Riding JJ.,* 4 B. & Ad. 685; *R.* v. *Goodenough,* 2 A. & E. 463).

(2) *To overseers and churchwardens, parish council or meeting, and third persons.*—No provisions as to length of notice.

I, ——, of ——, in the said parish, being a person aggrieved by the valuation [*or*, supplemental valuation] list thereof, hereby give you notice of objection thereto on the following grounds:—

AMOUNT.

1. [*Grounds* 1 *to* 11 *inclusive in Form* 2.]

VALIDITY OF LIST.

2. [*Grounds* 17 *to* 42 *inclusive in Form* 2.]

Dated the —— day of ——, 19—.

Signed for and on behalf of the above-named ——.

4. FORM OF NOTICE *of* APPEAL *against a* RATE *to* SPECIAL SESSIONS (*x*).

To the Assessment Committee of the —— Union, in the county of ——, and to the churchwardens (*y*) and to the overseers of the poor of the parish of ——, in the said Union [*or*, to ——, of —— (*z*)], and to ——, of ——, in the said parish.

I, ——, of ——, in the said parish, being a person aggrieved

(*x*) *Time for giving notice.*—Before the next practicable sessions (*R.* v. *Trafford*, 15 Q. B. 200; *R.* v. *Hammond*, 4 New Sess. Ca. 316).

Length of notice.—To Assessment Committee.—Twenty-one days "previous to the special sessions" (U. A. C. Am. Act, 1864, s. 1), one being reckoned inclusively, the other exclusively (*R.* v. *W. Riding JJ.*, 4 B. & Ad. 685). See *Denaby Overseers* v. *Denaby Collieries*, [1909] A. C. 247.

To the overseers, parish council, parish meeting, collector or person by whom the rate was made.—"Seven days at least" before the day appointed for such special sessions (Par. Ass. Act, 1836, s. 6; repealed as to metropolis by the Valuation (Metropolis) Act, 1869). In calculating these seven days the day for giving notice and that appointed for the sessions must be excluded (*R.* v. *Shropshire JJ.*, 8 A. & E. 173; *Mitchell* v. *Foster*, 12 A. & E. 472).

(*y*) See note (*g*), p. 1259, *ante*.

(*z*) The person by whom the rate was made, *e.g.*, the collector (see Par. Ass. Act, 1836, s. 6; repealed as to metropolis by the Valuation (Metropolis) Act, 1869), or person appointed under sect. 16 of the U. A. C. Act, 1862.

by a rate made for the relief of the poor, and for other purposes chargeable thereon according to law, made on the —— day of ——, 19—, and having material objections to the sums charged to certain persons therein, and having given notice of objection to you, the said Assessment Committee, to the valuation list for the said parish approved by you, and having failed to obtain such relief as I deem just, give you notice of my intention to appeal against the said rate to the next special sessions to be holden pursuant to the provisions of the Parochial Assessments Act, 1836, at ——, on the —— day of ——, 19—, for the hearing of such appeals. And the grounds of my appeal are as follow:—

1. [*Grounds* 1 *to* 11 *inclusive in Form* 2, *being objections as to amount.*]
2. That my assessment therein is not in accordance with that in the said list.

Dated the —— day of ——, 19—.

Signed by and on behalf of the above-named ——.

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5. FORM OF NOTICE *of* APPEAL *against a* RATE *from* SPECIAL SESSIONS *to* QUARTER SESSIONS (*a*) (*assuming that the Summary Jurisdiction Act*, 1879, *s.* 31, *as amended by s.* 4 *and schedule of the Summary Jurisdiction Act*, 1884, *does not regulate the procedure. See Form* 6 *on the assumption that it does*).

To —— (*b*).

TAKE NOTICE that I [*or*, we], ——, being desirous of impugning the decision of the justices sitting in special sessions holden pur-

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(*a*) *Who may appeal.*—"The person or persons impugning such decision" (Par. Ass. Act, 1836, s. 6; repealed as to metropolis by the Valuation (Metropolis) Act, 1869).

Time for giving notice.—"Within fourteen days after the same (*i.e.*, the decision) shall have been made" (Par. Ass. Act, 1836, s. 6; repealed as to metropolis by the Valuation (Metropolis) Act, 1869). The day on which the decision is given must not be reckoned. Therefore, notice must

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(*b*) See note (*b*), next page.

suant to the provisions of the Parochial Assessment Act, 1836, at ——, on the —— day of ——, 19—, for the hearing of appeals

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be given at latest on the fourteenth day (*Robinson* v. *Waddington*, 13 Q. B. 753).

To what sessions.—Generally, the appeal is taken to the quarter sessions (borough or county) having jurisdiction over the parish against whose rate the appeal lies (Poor Relief Act, 1743, s. 4). And where a corporation or franchise does not have more than six justices of the peace and does not have jurisdiction or authority over two or more whole parishes or wards contained within such corporation or franchise, appeal may be to the quarter sessions for the county, riding, or division wherein such corporation or franchise is situate. (*Quære*, if this applies where there is a recorder.) This does not apply to a city or town corporate being a county of itself.

By the Poor Law Amendment Act, 1867 (30 & 31 Vict. c. 106), s. 27: "Where a union extends into several distinct jurisdictions, every matter, act, charge, or complaint by which the guardians thereof are affected, or in which they have any interest, shall, for the purpose of jurisdiction, be deemed to arise or exist equally throughout the union." An appeal against a rate is a matter; it affects the guardians because, the valuation list being altered on an amendment of the rate, the contributions of the parish to the common fund will thereby be affected, the liabilities of other parishes affected, and questions of the relative solvency thereof raised. And the Assessment Committee (a committee of the guardians) may appear as respondents on an appeal against a rate in the name of the guardians, and may have to pay costs to the appellant; they may thus (though by a voluntary act) be "affected" by the appeal. Apparently, therefore, an appeal against the rate of a parish in a union may be taken to any quarter sessions having jurisdiction over any parish in that union (see *R.* v. *Eaton*, 8 Q. B. D. 158). But in an appeal from special to quarter sessions the above section will not (probably) apply, and the ordinary rule will obtain (see *R.* v. *Staffordshire JJ.*, L. R. 7 Q. B. 288).

Length of notice.—For the overseers, parish council, &c., and third person.—They must receive fourteen clear days' notice (Quarter Sessions Act, 1849, s. 1), which must intervene between that on which the notice is given and the first day of sessions (*R.* v. *Hereford JJ.*, 3 B. & Ald. 581; *R.* v. *Shropshire JJ.*, 8 A. & E. 173). Latest time will therefore be on the fifteenth day before such first day.

For the Assessment Committee.—The same, unless sect. 1 of the U. A. C. Am. Act, 1864 (which seems to apply only to appeals direct, though its terms would cover these appeals) applies, in which case twenty-one days' notice previous to the first day of sessions must be given (*R.* v. *Surrey JJ.*, 1 M. & S. 479), one day being reckoned inclusively and the other exclusively (*R.* v. *W. Riding JJ.*, 4 B. & Ad. 685, and *R.* v. *Goodenough*, 2 A. & E. 463).

(*b*) The person or persons in whose favour the decision of special

against rates by which my [*or*, our] appeal against a rate made on the —— day of ——, 19—, for the relief of the poor, and for other purposes chargeable thereon according to law, was dismissed [*or*, dealt with], do intend to appeal therefrom to the next general quarter sessions of the peace to be holden at ——, in the county of —— [*or*, borough of ——, in the county of ——], and that the matter and cause of my appeal are:—

1. That the said justices had no jurisdiction to deal with the subject-matter of the said decision (*c*).
2. That the said justices in referring the said appeal to arbitration had no jurisdiction.
3. That the said decision ["that, &c." (*specifying decision where part only is appealed against*)] was wrong in law.
4. That, &c. ["that, &c.," *see obj.* 3] was wrong in fact (*d*).
5. That evidence was admitted [*or*, excluded] by the said justices which ought not to have been admitted [*or*, excluded].
6. That a wrong principle of valuation was adopted by the said justices.
7. That the said decision ["that, &c.," *see obj.* 3] was against the weight of evidence.
8. That ——, one of the said justices, was disqualified from acting on the said appeal.
9. That the amendment purporting to be in respect of the

sessions was made (Par. Ass. Act, 1836, s. 6; repealed as to metropolis by the Valuation (Metropolis) Act, 1869). Omission to give notice to parish council held fatal (at Wiltshire Quarter Sessions, before Lord Ludlow, L.J., and others) (*Hancock* v. *Bradford-on-Avon Union*, Poor Law Officers' Journal for Nov. 5th, 1897). This note also applies to Form 6.

(*c*) As being (1) a party, or even a member of the board of guardians, although not of the Assessment Committee. A justice, appellant in a similar case before the same sessions, was held disqualified (*R.* v. *Great Yarmouth JJ.*, 8 Q. B. D. 525). (2) As a ratepayer. Probably not good. *R.* v. *Recorder of Cambridge*, 8 E. & B. 637, though not overruled by *R.* v. *Bolingbroke*, [1893] 2 Q. B. 347, and *Ex parte Overseers of Workington*, [1894] 1 Q. B. 416, seems in conflict with them on this point (see also *R.* v. *Essex JJ.*, 5 M. & S. 513). (3) Biassed, being interested in the result, in a case not dealt with by the statutes (Justices' Jurisdiction Act, 1742, and sect. 6 of the U. A. C. Am. Act, 1864).

(*d*) *I.e.*, by reason of clerical errors.

property numbered —— in the said rate was not made according to law (*e*).

Dated the —— day of ——, 19—.

Signed by and on behalf of the above-named ——.

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6. FORM OF NOTICE *of* APPEAL *against a* RATE *from* SPECIAL SESSIONS *to* QUARTER SESSIONS (*assuming that the Summary Jurisdiction Act*, 1879, *s.* 31, *as amended, regulates the procedure* (*f*). *See Form* 5 *on opposite assumption.*

To —— (*g*), and to ——, clerk to the justices of the petty sessional division of ——, in the county of —— [*or*, of the borough of ——, in the county of ——], assembled at special sessions pursuant to the Parochial Assessments Act, 1836.

This is to give you and each and every of you notice that I [*or*, we], being desirous of impugning the decision of the said special sessions given on the —— day of ——, 19—, by which my appeal against a rate made on the —— day of ——, 19—, for the relief of the poor and for other purposes chargeable thereon according to law was dismissed [*or*, dealt with], do intend at the next general quarter sessions of the peace, to be holden at ——, in and for the said [county, *or* borough] to appeal against the same, and that the matter [*or*, cause] of such appeal are:—

[*Grounds of appeal as in Form* 5.]

Dated the —— day of ——, 19—.

Signed by and on behalf of the above-named ——.

(*e*) *E.g.*, not by the sessions themselves, but after they had been dissolved.

(*f*) It is submitted that it does not apply.

(*g*) See note (*b*), p. 1267, *ante*.

7. FORM OF NOTICE *of* OBJECTION (*h*) *to a* VALUATION *or* SUPPLEMENTAL VALUATION LIST *as a* PRELIMINARY *to* APPEAL *against a* RATE *to* QUARTER SESSIONS.

To the Assessment Committee of the —— Union, in the county of ——, and to the churchwardens and overseers of the poor of the parish of ——, in the said Union, and to ——, of ——, in the said parish.

I, ——, of ——, in the said parish, being a person aggrieved by the valuation [*or*, supplemental valuation] list thereof, hereby give you notice of objection thereto on the following grounds:—

AMOUNT.

1. [*Grounds* 1 *to* 11 *inclusive in Form* 2.]

VALIDITY OF LIST.

2. [*Grounds* 13 *to* 42 *inclusive in Form* 2.]

OMISSION.

3. [*Ground* 12 *in Form* 2.]

[*The following, from* 4 *to* 16 *inclusive, are objections with which the Committee cannot deal, but which must be taken before them in order to be available on appeal.*]

OBJECTIONS DISPUTING LIABILITY.

4. That I am not in occupation (*i*) of the hereditament numbered —— therein.
5. That the hereditament numbered —— therein is not situated in the parish dealt with in the said list.
6. That in respect of the hereditament numbered —— therein, I am not the person liable to be assessed by reason of the provisions of the Poor Rate Assessment and Collection Act, 1869 (*k*).

(*h*) See note (*e*), p. 1258, *ante*.

(*i*) Or "beneficial and rateable occupation."

(*k*) Sects. 1, 3 and 4. Although the occupier under sect. 4 (1) of the Poor Rate Assessment and Collection Act, 1869, ceases to be assessable,

OBJECTION OF OMISSION OF THIRD PERSON.

7. That you, the said ——, ought to be put on the said list in respect of your occupation of the hereditament known as ——, in the said parish.

OBJECTIONS CLAIMING EXEMPTION.

8. That my name ought to be struck out of the said list in respect of the hereditament numbered —— therein, inasmuch as my occupation thereof is that of the Crown.
9. That [*see obj.* 8] inasmuch as my occupation thereof is in respect of lands [*or,* houses or buildings, *or,* part of lands] belonging to a society instituted for purposes of science, literature, or the fine arts exclusively, within the meaning of the Scientific Societies Act, 1843, and exempt according to the provisions thereof.
10. That [*see obj.* 8] inasmuch as my occupation thereof is that of a church, district church, chapel, meeting-house, premises [*or,* part of *any of the foregoing* (*l*)], exclusively appropriated to public religious worship, duly certified [*do not add this in the case of churches, district churches, or episcopal chapels of the Established Church*] within the exemption conferred by sect. 1 of the Poor Rate Exemption Act, 1833.
11. That [*see obj.* 8] inasmuch as my occupation thereof is that of part of a church, district church, chapel, meeting-house, or premises, which are exclusively appropriated to public religious worship duly certified within the meaning of sect. 1 of the Poor Rate Exemption Act, 1833, which part is not so appropriated, but from which I receive no rent nor derive profit or advantage.
12. That [*see obj.* 8] inasmuch as my occupation thereof is that of a building [*or,* part of a building] used exclusively as a Sunday School or Ragged School, which said

this rate can be recovered from him under sect. 12. He can then deduct it from his rent. But it is doubtful whether this objection can be taken to the list, as the occupier's name must remain thereon.

(*l*) Where exemption is claimed in respect of part of a church, &c., add: "which part is exclusively appropriated, &c."

building [*or,* said part of a building] has been duly exempted by all the authorities having power to impose or levy any rates in the said parish from all such rates within the meaning of sect. 1 of the Sunday and Ragged Schools (Exemption from Rating) Act, 1869.

13. That [*see obj.* 8] inasmuch as my occupation thereof is that of land [*or,* buildings] used exclusively or mainly for the purposes of the schoolrooms, offices, or playground of a voluntary school, from the letting whereof the managers of the school derive no profit (*m*).
14. That [*see obj.* 8] inasmuch as effect has not been given to the provisions of sect. 731 of the Merchant Shipping Act, 1894.
15. That [*see obj.* 8] inasmuch as effect has not been given to the provisions of sect. 51 of 7 Geo. III. c. xxxvii. (*n*).
16. That [*see obj.* 8] inasmuch as effect has not been given to the provisions of sect. 133 of the Lands Clauses Consolidation Act, 1845 (*o*).
17. [*Exemptions under special Acts,* e.g., *those dealing with canals or other property. Such Acts must, of course, be consulted.*]

Objections Claiming Partial Exemption.

[*Though within the words of sect.* 18 *of the U. A. C. Act,* 1862, *it is not clear whether the Committee can deal with them, but they must be put before it in order to be available on appeal.*]

18. That in respect of the hereditament numbered — — therein I am assessed at too great a sum, inasmuch as I am assessed in respect of my occupation of land or buildings used exclusively or mainly for the purposes of the schoolrooms, offices, or playground of a voluntary school, to a greater extent than to that of the profit derived by the managers of the school from the letting thereof.

(*m*) See Voluntary Schools Act, 1897, s. 3.

(*n*) Local Act dealing with the drainage of the fen lands of the Isle of Ely.

(*o*) Lands acquired by a local authority by virtue of the Housing Acts are exempted from this section (Housing, Town Planning, &c. Act, 1909, s. 34).

19. That [*see obj.* 18] inasmuch as due effect has not been given to the provisions of the Tithe Rentcharge (Rates) Act, 1899.
20. That [*see obj.* 18] inasmuch as due effect has not been given to the provisions of sect. 15 of the Burial Act, 1855.
21. That [*see obj.* 18] inasmuch as due effect has not been given to sect. 5 (1) of the Light Railways Act, 1896, as amended by the Board of Agriculture and Fisheries Act, 1903, s. 1 (2), the order mentioned therein having been duly made.

Dated, &c.

Signed, &c.

[*as in Form* 6.]

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8. FORM OF NOTICE *of* APPEAL *against* RATE *to* QUARTER SESSIONS DIRECT (*p*).

To the Assessment Committee of the —— Union, in the county of ——, and to the churchwardens and to the overseers of the poor

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(*p*) *Who may appeal.*—By the Poor Relief Act, 1743, s. 4, it is enacted: "And . . . in case any person or persons shall find him, her, or themselves aggrieved by any rate or assessment made for the relief of the poor, or shall have any material objection to any person or persons being put on or left out of such rate or assessment, or to the sum charged on any person or persons therein, or shall have any material objection to such account as aforesaid, or any part thereof, or shall find him, her, or themselves aggrieved by any neglect, act, or thing done or omitted by the churchwardens and overseers of the poor, or by any of His Majesty's justices of the peace," they may appeal. The above grounds are cumulative. By sect. 13 of the Poor Rate Assessment and Collection Act, 1869, owners made liable for rates have the same right of appeal against the valuation list and a rate as if they were the occupiers.

Within what time the appeal must be brought.—To the "next general or quarter sessions" (Poor Relief Act, 1743), which means "next practicable sessions at which an effectual appeal can be lodged" (*R.* v. *Sussex JJ.*, 15 East, 206). In considering what these are, questions as to the allowance of a reasonable time for considering the propriety of an appeal (*R.* v. *Essex JJ.*, 1 B. & Ald. 210; *R.* v. *Flintshire JJ.*, 7 T. R. 200), the grounds thereof (*R.* v. *Surrey JJ.*, 6 Q. B. D. at p. 110), &c., must be considered; "reasonable time" being a question of fact in the circumstances (*vide, e.g.*, *R.* v. *Wiltshire JJ.*, 2 Const. 725; *R.* v. *Sussex JJ.*,

of the parish of ——, in the said Union, and to ——, of ——, in the said parish (*q*).

I, ——, of ——, in the said parish, being a person aggrieved by a rate made for the relief of the poor, and for other purposes chargeable thereon according to law, made on the —— day of ——, 19—, and having material objections to the sums charged to certain persons therein, and having given notice of objection to you, the said Assessment Committee, to the valuation list for

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supra; R. v. *Essex JJ., supra; R.* v. *Herefordshire JJ.*, 3 T. R. 504). And since by sect. 1 of the U. A. C. Am. Act, 1864, the notice of objection (there made a necessary preliminary to appeal) may be given "at any time," it is implied that the person aggrieved may also appeal after giving the notice and failing to obtain relief. No sessions can therefore be "practicable" which precede the giving of the notice, and the first succeeding it is not necessarily so.

To what sessions.—(See note (*a*), p. 1266, *ante.*)

Where notice has been given, and it is then discovered that it has been given to a wrong Court, if notice of the mistake and intention to appeal to the right Court is given, it will probably operate as a good notice to the second Court, unless the respondents have already acted on it and treated it as a bad notice to the first Court (see *R.* v. *Recorder of Liverpool,* 15 Q. B. 1070; *R.* v. *Bucks JJ.*, 4 E. & B. 259 (n); *R.* v. *Salop JJ., Ib.* 257; *R.* v. *Recorder of Leeds,* 30 L. J. M. C. 86).

Length of notice.—To Assessment Committee.—Twenty-one days previous to the sessions (U. A. C. Am. Act, 1864, s. 1), one being reckoned inclusively and the other exclusively (*R.* v. *W. Riding JJ.*, 4 B. & Ad. 685; *R.* v. *Goodenough,* 2 A. & E. 463). *Other respondents.*—Fourteen clear days (Quarter Sessions Act, 1849, s. 1). The day of service and that of sitting of Court must be excluded (*Liffin* v. *Pitcher,* 1 Dowl. (N. S.) 767; *McQueen* v. *Jackson,* [1903] 2 K. B. 163).

Respite of appeal.—By the Poor Relief Act, 1743, s. 4, "reasonable notice must be given," which is now fixed as to length. If appellant gives proper notice, but announces his intention of applying for a respite at the hearing, the justices have discretion to grant the application or not if it is opposed (*R.* v. *Eyre,* 7 E. & B. 609). If he has no time to give proper notice the sessions are bound to accept the appeal and respite it to next sessions (sect. 4). If he has time to give proper notice and neglects to do so the rule is the same (*R.* v. *De Grey,* [1900] 1 Q. B. 521), and also if he has given no notice at all (*R.* v. *Shropshire JJ.*, 7 East, 549; *R.* v. *Wilts JJ.*, 8 B. & C. 380 (but see judgment of Bayley, J.); *R.* v. *London JJ.*, 9 Q. B. 41; *R.* v. *Eyre,* 6 E. & B. 992).

(*q*) Poor Rate Act, 1801, s. 6. Notice must be given to the person whose assessment is objected to (see *R.* v. *Brooke,* 9 B. & C. 915; followed in *R.* v. *Cambridgeshire JJ.*, 7 J. P. 306).

the said parish approved by you, and having failed to obtain such relief as I deem just, give you notice of my intention to appeal against the said rate to the next general quarter sessions of the peace, to be holden at ——, in and for the said county [*or*, said borough of ——, in the said county]. And that the grounds of my appeal are as follow:—

As to Amount (*r*).

1. [*Any of the grounds* 1 *to* 11 *inclusive in Form* 2, *substituting* rate *for* list *where it occurs.*]

As to the Omission of Others.

2. [*Ground* 12 *in Form* 2, *substituting* rate *for* list.]
3. [*Ground* 7 *in Form* 7, *substituting* rate *for* list.]

As to Liability.

4. [*Any of grounds* 4 *to* 6 *inclusive in Form* 7, *substituting* rate *for* list *where it occurs.*]
5. That my name was unlawfully inserted in the said rate after it had been made and allowed (*s*).

Claiming Exemption.

6. [*Any of grounds* 8 *to* 17 *inclusive in Form* 7, *substituting* rate *for* list *where it occurs.*]

Claiming Exemption as Pauper.

7. That my name ought not to be inserted in the said rate, but ought to be struck out in pursuance of an order made under the provisions of sect. 11 of the Poor Relief Act,

(*r*) This would include the ground that the hereditament had not been rated in fair apportioned parts under sect. 28 of the U. A. C. Act, 1862. Other grounds under this section would be (1) no alteration of occupation within the meaning of the section; (2) that a supplemental valuation list had been approved and delivered, showing the annual rateable value of such parts.

(*s*) *R.* v. *Cardiganshire JJ.*, 1 Harr. & W. 274. A name can only be so inserted in the circumstances dealt with in sect. 16 of the Poor Rato Ass. & Coll. Act, 1869.

1814, on the —— day of ——, 19—, by —— and ——, two of His Majesty's justices of the peace having jurisdiction in the said parish (*t*).

CLAIM OF PARTIAL EXEMPTION.

8. [*Any of grounds* 18 *to* 21 *inclusive of Form* 7, *substituting* rate *for* list *where it occurs.*]

CLAIM FOR OWNER'S COMMISSION.

9. That no reduction has been made in the said rate with respect to the assessment of the hereditament numbered —— therein, to which reduction I am entitled under the provisions of sects. 3 and 4 of the Poor Rate Assessment and Collection Act, 1869 (*u*).

RATE NOT BINDING ON APPELLANT THOUGH OTHERWISE VALID.

[*And see obj.* 5, *supra.*]

10. That my name ought to be struck out of the said rate inasmuch as my assessment therein is based on a valuation list which is not binding on me, because [*here incorporate any of grounds* 13 *to* 16 *inclusive in Form* 2, *being objections to the validity of the valuation list quâ the appellant*].
11. That my name, &c. [*as in obj.* 10, *supra*], based on a valuation list which has not been amended according to law in pursuance of the decision, &c. [*Form* 2, *obj.* 10.]
12. That, &c. [*as in obj.* 10], based on a valuation in the valuation list which has been amended by you, the said Assessment Committee, of which said amendment you

(*t*) Whereby two justices, on application made by any person rated to any rate made within their jurisdiction to be discharged from payment of a rate, and proof of inability to pay through poverty, may, with the consent of the churchwardens and overseers, order such person to be excused from payment and his name to be struck out therefrom.

(*u*) See *Sunderland Overseers* v. *Sunderland Union*, 18 C. B. (N. S.) 531. As the amount of commission does not appear in the rate it would probably be held that the County Court, not the sessions, is the proper place at which to claim payment thereof.

did not give notice to the overseers in accordance with the provisions of sect. 1 of the Union Assessment Committee Amendment Act, 1864.

13. That my name ought to be struck out of the said rate in that the hereditament numbered —— therein, in respect of which I am rated, is not rated according to the annual rateable value thereof appearing in the valuation list in force in the said parish at the time of the making of the said rate.

14. That my name ought to be struck out of the said rate as not of any force as against me in that I was refused inspection thereof (*x*).

Invalid as Based on Invalid Valuation List.

15. That the said rate is not of any force, being based on a valuation list which is invalid inasmuch as [*here incorporate any of objections* 17 *to* 42 *inclusive in Form* 2, *being objections to the validity of the valuation list*].

16. That, &c. [*see ground* 15] invalid inasmuch as it was not at the time of the making of the said rate deposited in the place appointed by law.

Invalid as Made by Persons having no Jurisdiction.

17. That the [overseers, *or the persons signing the rate; or,* ——, one of the overseers, *or,* ——, *one of the persons signing the rate*] purporting to make the said rate were [*or,* was] not duly appointed in such office [*or,* for such purpose] according to law (*y*), whereby the said rate was not made by the major part of the overseers as required by law.

18. That the [overseers, *or persons signing the rate*] purporting to make the said rate had no jurisdiction to make it.

19. That the said rate was not made in pursuance of a lawful demand or direction for such making (*z*).

(*x*) Probably not a good ground.

(*y*) Doubtful objection.

(*z*) Where rate has been apportioned under U. A. C. Act, 1862, this would include the ground that the hereditament had not been rated in fair apportioned parts under sect. 28 of that Act. Other grounds under

Invalid as Defective in Form.

20. That the said rate was not duly allowed according to law.
21. That the said rate was not published according to law.
22. That the said rate was not signed as required by law (*a*).
23. That the declaration prescribed by sect. 28 of the U. A. C. Act, 1862, was not duly made and signed as therein required (*a*).
24. That the said rate does not show for what period it was made.
25. That the said rate does not sufficiently show for what purpose it was made (*b*).
26. That the said rate does not comply with the provisions of sect. 14 of the Poor Rate Assessment and Collection Act, 1869.
27. That the said rate is not in the form prescribed by law.

Invalid as Retrospective, Prospective or Excessive.

28. That the said rate is bad as being retrospective in its operation.
29. That the said rate is bad, being made to meet expenses to be incurred after the expiration of the period for which it was made.
30. That the said rate is excessive having regard to the purposes for which it was made.

Invalid as Made for Unauthorised Purpose.

31. That the said rate is bad, being made to meet expenses not lawfully payable thereout.

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this section would be (1) no alteration of occupation within the meaning of the section; (2) that a supplemental valuation list had been approved and delivered, showing the annual rateable value of such parts.

(*a*) Non-signature vitiates the rate (*Ainsworth* v. *Creeke*, L. R. 4 C. P. 476). But strict compliance with the form of the declaration is probably not necessary if the substance is reproduced.

(*b*) *R.* v. *Eastern Counties R. C.*, 5 E. & B. 974.

INVALID FOR VARIOUS REASONS.

32. That the said rate was made for a period of time for which period another valid rate for the said parish and made for the same purpose was in existence.
33. That the said rate was superseded by a rate made for the same purposes on the —— day of ——, 19—, and duly allowed and published.
34. That the said rate ought to be quashed in that there are so many omissions therefrom as to embarrass the appellant or any appellant desiring to appeal against it, and that an undue amount of time would be consumed in any appeal against it in its present form.
35. That the said rate is not of any force in that the hereditaments included therein are not rated according to the annual rateable value thereof appearing in the valuation list in force in the said parish when the said rate was made.
36. That the said rate is not of any force in that the rate books were not at the time it was made kept in the place appointed by law.

IMPROPER PROCEDURE ON REVISION AFTER RE-DEPOSIT.

37. That the said rate is not of any force, being based on a valuation list, objections to which were considered by you, the said Assessment Committee, after re-deposit, which were not objections to alterations made therein by you before re-deposit (*c*).
38. [*Any of objections numbered* 39 *to* 43 *inclusive in Form* 14, *adding* after re-deposit *after* said list.]
39. That, &c. [*as in obj.* 15] invalid in that you, the said Assessment Committee, did not duly finally approve the said list.

Dated the —— day of ——, 19—.

Signed by and on behalf of the
above-named ——.

(*c*) Doubtful objection.

9. FORM OF NOTICE *of* APPEAL *by* OVERSEERS, &c., *against a* VALUATION LIST *to* QUARTER SESSIONS *on the* GROUND *of the* UNDER-VALUATION *of* ANOTHER PARISH (*d*).

To the overseers of the poor of the parish of ——, in the county of —— [*or*, the council for the borough of ——, *or other representative body*], and to the board of guardians of the —— Union, in the said county.

TAKE NOTICE that I, ——, of —— [*or*, we, &c.], being overseer [*or*, overseers] of the parish [*but see note* (*d*) "Who may appeal" *below*] of ——, in the said Union, having reason to think that the said parish is aggrieved by the valuation list of the said parish of —— [*the first-named parish*], being duly authorised by a vestry (*see note* (*d*)) for that purpose, intend to appeal against the said valuation list to the court of quarter sessions for the said county [*or*, borough], to be holden at ——, in the said county [*or*, borough], on the —— day of ——, 19—, and that the ground of my [*or*, our] appeal is:—

(*d*) *Who may appeal.*—The overseer or overseers of any parish in any union who have reason to think that such parish is aggrieved by the valuation list of any other parish in the union, with the consent of the vestry. But in rural parishes having a parish council, the powers, duties and liabilities (which include this power of authorising), are transferred to the council (Local Government Act, 1894, s. 6 (1)). Where there is a parish meeting, the county council may, on the application of such meeting, confer on it any of the powers transferred as above (sect. 19 (10)). And in parishes other than rural parishes the Local Government Board may make an order conferring on the district council or other representative body any powers, duties, or liabilities of a parish council. The substituted body should be inserted (where necessary) in the form for "vestry."

Within what time.—To the sessions holden after the expiration of a month after the allowance of and deposit of the valuation list.

To what sessions.—"The quarter sessions for the county or borough in which the greatest number of parishes belonging to the union is situate, or, in case the number of parishes in any two or more of such jurisdictions is equal, to the quarter sessions for the county or borough having jurisdiction over the parish in which the workhouse of the union is situate, at the sessions to be holden after the expiration of a month after the allowance of and deposit of such valuation list as aforesaid" (U. A. C. Act, 1862, s. 32).

Latest time for giving notice.—The fifteenth day before the first day of sessions.

That the rateable hereditaments in the said valuation list are valued at less than the annual rateable value thereof.

Dated the —— day of ——, 19—.

Signed by and on behalf of the above-named ——.

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10. FORM OF NOTICE *of* APPEAL *by* OVERSEERS, *&c., to* QUARTER SESSIONS *against a* VALUATION LIST *on the* GROUND *of the* OVER-VALUATION *of their own* PARISH (*e*).

[*Heading the same as in Form* 9, *but giving notice to the guardians of the parish only* (*not to anyone else*), *and omitting the words* first-mentioned.] And that the ground of our [*or,* my] appeal is:—

That the rateable hereditaments in the said list are valued beyond the annual rateable value thereof.

Dated, &c.

Signed, &c.

[*As in Form* 9.]

II. INSIDE THE METROPOLIS.

11. FORM OF NOTICE *of* OBJECTION *to* VALUATION LIST *before the* ASSESSMENT COMMITTEE *by* OVERSEERS *or* BOROUGH COUNCIL (*f*).

To the Assessment Committee of the —— Union (*g*), in the county of London, and to the overseers (*h*) of the parish of ——, in the said Union [*or, in the cases mentioned in* (*g*), the said

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(*e*) See note to Form 9. *Length of notice.*—"Fourteen days," excluding the day of service and including the first day of quarter sessions (see *R.* v. *Cumberland JJ.*, 4 N. & M. 378).

(*f*) *Latest time for giving notice.*—Not less than seven days before the meeting at which objections will be heard (Valuation (Metropolis) Act, 1869, s. 42 (6)), the day of meeting being excluded (on analogy of *Williams* v. *Burgess,* 12 Ad. & E. 635). It may be that notice seven days

(*g*) (*h*) See notes (*g*) (*h*), next page.

parish], and to ——, of —— [*see note* (*b*), p. 1257] in the said parish.

I, —— [*or*, We, —— and ——], being overseer of the parish of ——, in the said Union [*if the parish is situated in a metropolitan borough* [*see* (*h*)], I, ——, being clerk to the borough council for the borough of ——, in the county of ——, within which is situate the parish of —— [*i.e., the parish aggrieved*], having reason to think [*or*, which has reason to think] that the said parish [*i.e., the objector's parish*] is aggrieved by the valuation list thereof [*or, where it is aggrieved by that of another*

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before an adjourned meeting would be sufficient if an adjourned meeting is "such" meeting within sect. 19 of the U. A. C. Act, 1862. A refusal to hear on account of want of proper notice is not (probably) a "decision on an objection" within sects. 19 or 32 of the Valuation (Metropolis) Act, 1869, and is therefore not appealable to sessions.

(*g*) Where the parish is not included in any union formed under the Poor Law Amendment Act, 1834, and Amending Acts, and there is a vestry elected under the Metropolis Management Act, 1855 (now abolished and borough council substituted (London Government Act, 1899, s. 4; see Valuation (Metropolis) Act, 1869, s. 5 (1), (2) and (3); amended as to composition of Assessment Committee by the City of London (Union of Parishes) Act, 1907, s. 14)), the form will be:

"To the Assessment Committee of the parish of ——, in the county of London."

Where in such a parish there is no board of guardians the form will be:

"To the Assessment Committee of the parish of ——, in the —— Union"

(*i.e.*, the union of the Assessment Committee acting for the parish); see Valuation (Metropolis) Act, 1869, s. 59 (1) and (2).

(*h*) By sect. 11 of the London Government Act, 1899, the council of a metropolitan borough shall be the overseers of every parish within their borough. By sect. 1, the whole of the administrative county of London outside the City is divided into metropolitan boroughs; and by sect. 17 (1), every part of it is to be in some borough and some parish, and a parish is not to be situated in more than one borough, or partly in a borough and partly in the City. Where the parish is situated in a metropolitan borough the form will be:

"To the council of the borough of ——, in the county of ——, and to ——, their clerk."

The latter signs the list (sect. 11 (1)). In the City of London the overseers of the parishes make the rate (see "Overseers" in sect. 4 of the Valuation (Metropolis) Act, 1869).

parish in the Union, by the valuation list of the said parish of ——], do hereby [*or*, do hereby on behalf of the said council] give you notice of objection thereto on the following grounds:—

1. [*Grounds* 1 *to* 4 *inclusive of Form* 1.]
2. [*Any of grounds* 12 *and* 13 *and* 23 *to* 50 *inclusive in Form* 14.]

And I desire that the following corrections be made in the said list. With respect to the hereditament numbered —— therein [*here specify correction*].

Dated the —— day of ——, 19—.

Signed by and on behalf of the above-named ——.

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12. FORM OF NOTICE *of* OBJECTION *to* SUPPLEMENTAL VALUATION LIST *before the* ASSESSMENT COMMITTEE *by* OVERSEERS *or* BOROUGH COUNCIL (*i*).

To, &c [*as in Form* 11, *inserting* supplemental *before* valuation list].

GROUNDS.

1. That by reason of the alterations in the valuation of the rateable hereditaments appearing in the said supplemental valuation list of the said parish of —— [*the other parish*], the said hereditaments are valued at less than the annual rateable value thereof.
2. That by reason of the alterations in the valuation of the rateable hereditaments appearing in the said supplemental valuation list of the said parish of —— [*objector's own parish*], the said hereditaments are valued beyond the annual rateable value thereof.
3. [*Ground* 2 *in Form* 11.]

And I desire, &c. [*as in Form* 11].

Dated, &c.

Signed, &c.

[*As in Form* 11.]

(*i*) See notes to Form 11.

13. FORM OF NOTICE *of* OBJECTION *to a* PROVISIONAL VALUATION LIST *before the* ASSESSMENT COMMITTEE *by* OVERSEERS *or* BOROUGH COUNCIL (*k*).

To the Assessment Committee of the —— Union (*l*), in the county of London, and to ——, their clerk, to the overseers (*m*) of the parish of ——, in the said Union [*or, in the cases mentioned in* (*l*), the said parish], to ——, of ——, surveyor of taxes, and to —— (*n*), of ——, in the said parish.

I, &c. [*as in Form* 11 *to* following grounds].

1. [*Grounds* 1 *and* 2 *in Form* 1.]

And I desire, &c. [*as in Form* 11].

Dated, &c.

Signed, &c.

[*As in Form* 11.]

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14. FORM OF NOTICE *of* OBJECTION *to the* VALUATION LIST *before the* ASSESSMENT COMMITTEE *by a* PERSON AGGRIEVED (*or by a* RATEPAYER, *whether* AGGRIEVED *or not* (*o*)).

To the Assessment Committee of the —— Union (*p*), in the

(*k*) *Who may object.*—By sect. 47 (4) of the Valuation (Metropolis) Act, 1869, are enumerated those persons who may object, and overseers are not included. Probably, therefore, they have not the right, notwithstanding sect. 11.

Latest time for giving notice.—No time fixed, but it must be before the day appointed for the hearing. The notice of time for holding the meeting must specify the mode of objecting (Valuation (Metropolis) Act, 1869, s. 47 (3) and (4)).

To what Assessment Committee.—See U. A. C. Act, 1862, s. 7, and Valuation (Metropolis) Act, 1869, s. 59 (1), (2) and (3).

(*l*) See note (*g*), p. 1282, *ante*.

(*m*) See note (*h*), p. 1282, *ante*.

(*n*) The occupier of the hereditament (Valuation (Metropolis) Act, 1869, s. 47 (4)).

(*o*) *Who may object.*—Any person who feels himself aggrieved (1) by reason of the unfairness or incorrectness of the valuation of any hereditament; (2) by reason of the insertion or incorrectness of any matter therein; (3) by reason of the omission of any matter therefrom; (4) by

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(*p*) See note (*g*), p. 1282, *ante*.

county of London, and to the overseers (*p*) of the parish of ——, in the said Union [*or, in the cases mentioned in* (*q*), the said parish], and to —— (*r*), in the said parish.

I, ——, of ——, in the said parish, being aggrieved by the valuation list thereof [*or*, being a ratepayer thereof [*see note* (*o*) "*Who may object*," p. 1284]], hereby give you notice of objection thereto [*or*, to the valuation list thereof] on the following grounds:

[*The following, from* 1 *to* 11 *inclusive, and probably also* 14, *must be taken before the Assessment Committee to be available on appeal against list.*]

AMOUNT.

1. That the valuation in respect of the hereditament numbered —— therein is unfair and incorrect.
2. That in respect of the hereditament numbered —— therein I am assessed at too great a sum.
3. That the gross value thereof is assessed at too great a sum.
4. That an insufficient sum has been allowed by way of deduction from the said gross value.
5. That the rateable value thereof is too high.
6. That in respect of the hereditament numbered —— therein you, the said ——, are assessed at too small a sum.
7. That the gross value thereof is assessed at too small a sum.
8. That too great a sum has been allowed by way of deduction from the gross value thereof.
9. That the rateable value thereof is too low.

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reason of such a valuation list as is required by the Valuation (Metropolis) Act, 1869, not having been transmitted by the overseers to the Assessment Committee. Also any ratepayer, as to the list relating to his district, has all the above rights (whether aggrieved or not), and may also object if he has reason to think his parish is aggrieved by the valuation list of any parish in his union. See U. A. C. Act, 1862, s. 18, and Valuation (Metropolis) Act, 1869, ss. 11 and 12. By sect. 13 of the Poor Rate Ass. & Coll. Act, 1869, owners made liable for rates have the same right of appeal against the valuation list and a rate as if they were the occupiers.

Latest time for giving notice.—Before the expiration of twenty-five days after the list is deposited (Valuation (Metropolis) Act, 1869, s. 42 (3)). After re-deposit, seven days before the day appointed for hearing objections to the list so re-deposited.

(*p*) See note (*h*), p. 1282, *ante*.

(*q*) See note (*g*), p. 1282, *ante*.

(*r*) See note (*b*), p. 1257, *ante*.

10. That the said list has not been amended in pursuance of a decision of justices assembled in quarter sessions for the county of London [*or,* decision of a court of special sessions], holden at ——, in the said county, on the —— day of ——, 19—, whereby my assessment numbered —— therein was altered from £—— [gross *or* rateable] to £—— [gross *or* rateable].

11. That the assessment of the hereditament numbered —— therein was made on an erroneous principle.

Omissions.—[*But see Val.* (*Metrop.*) *Act,* 1869, *s.* 45.]

12. That a certain rateable hereditament known as ——, in the said parish, is omitted from the said list.

Not Situated in the Parish.

13. That the hereditament numbered —— therein is not situated in the said parish.

Claiming Partial Exemption.

14. [*Any of grounds* 18 *to* 21 *inclusive in Form* 7.]

Claiming Exemption.

15. [*Any of grounds* 8 *to* 17 *inclusive in Form* 7.]

[*The following, from* 16 *to* 50 *inclusive, can be taken against either the list or the rate. In the latter case this objection before the Committee is not necessary* (*s*).]

Not in Occupation.

16. That I am not in occupation of the hereditament numbered —— therein.

(*s*) Preliminary objection to the list before the Assessment Committee is unnecessary, because sect. 1 of the U. A. C. Am. Act, 1864, which makes this necessary outside the metropolis, has been repealed as to the metropolis by sect. 77 of the Valuation (Metropolis) Act, 1869. But omission to seek the preliminary relief might affect the question of costs on the appeal.

OWNER NOT OCCUPIER LIABLE.

17. That in respect of the hereditament numbered —— therein I am not the person liable to be assessed by reason of the Poor Rate Assessment and Collection Act, 1869.

INCORRECTNESS.

18. That the said list is incorrect in that with respect to the hereditament numbered —— therein [*here specify the incorrect matter*, e.g., *that the extent of the hereditament is incorrectly stated, or is put in the wrong class: see sect.* 51 *of the Val.* (*Metrop.*) *Act*, 1869, *&c.*].

INVALIDITY OF VALUATION LIST QUÂ OBJECTOR.

19. That my name ought to be struck out of the said list in that I, being entitled to inspect $\frac{\text{and}}{\text{or}}$ obtain copies $\frac{\text{and}}{\text{or}}$ extracts from the said list [*add* after re-deposit *if necessary*], was not allowed to do so.
20. That, &c. [*see obj.* 19] in that you, the said Assessment Committee, considered objections to the said list of which notice had not previously been given to me, although I did not consent thereto (*t*).
21. That, &c. [*see obj.* 20] in that you, the said Assessment Committee, considered objections to the said list in respect of which you had ordered notice of objection to be served on me, although in fact no such notice was served on me (*u*).
22. That our name, &c. [*see obj.* 20] in that no such notice as is required by law was given to us of the sum set down in the said list as the rateable value of the property purporting to be occupied by us, although we have no office or place of business in the said parish.
23. That my name, &c. [*see obj.* 20] in that no notice was given to me as required by sect. 9 of the Valuation (Metropolis)

(*t*) This objection could only be made after re-deposit, and could (strictly) only be taken if the Committee had made an alteration in the list (Valuation (Metropolis) Act, 1869, s. 42 (7)).

(*u*) Doubtful objection.

Act, 1869, in respect of the hereditament numbered —— therein (*x*).

INVALIDITY OF LIST GENERALLY.

24. That the said valuation list transmitted to the Assessment Committee was not such a list as is required by the Valuation (Metropolis) Act, 1869.
25. [*Repeat ground* 24 *and add*] in that the directions as to the deposit and notice of deposit of the said list given by the justices assembled in the quarter sessions for the county of London [*or,* special sessions for the petty sessional division of ——, in the county of London] were not duly complied with (*y*).
26. [*Repeat ground* 24 *and add*] in that the directions given by the justices, &c. [*as in* 25] as to deposit and notice of deposit of the said list did not comply sufficiently with the provisions of the Valuation (Metropolis) Act, 1869, s. 35.
27. [*Repeat ground* 24 *and add*] in that the justices assembled [*as in* 25] had no jurisdiction to order the said valuation list to be made inasmuch as there was an approved valuation list for the said parish in existence at the time.

NO JURISDICTION TO MAKE LIST.

28. That the said list was made by a person [*or,* persons] not duly authorised by law.
29. That the overseers [*or the person or persons purporting to make the list* [*see note* (*h*), p. 1282]. *Add also* or some of them *where all are not attacked*] by whom the said list purports to be made were not duly appointed according to law.
30. That you, the said Assessment Committee, at the time you ordered the said list to be made by the person who,

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(*x*) See *Mayor of Westminster* v. *Army and Navy Auxiliary Co-operative Supply, Ltd.*, [1902] 2 K. B. 125.

(*y*) Made under sect. 35 of the Valuation (Metropolis) Act, 1869. The times prescribed in sect. 42 cannot, of course, be observed, and will be fixed by the justices making the order (sects. 37 and 42 (13)).

in pursuance of such order, purports to have made it as the person so appointed by you, were not duly constituted an Assessment Committee [*or* (*z*), were not acting as an Assessment Committee].

31. That you . . . appointed by you [*see obj.* 30], had not first given due notice to the guardians $\frac{\text{nor}}{\text{and}}$ obtained their consent (*a*).

32. That you . . . appointed by you [*see obj.* 30], had no jurisdiction over the said parish [*and see obj.* 51].

FORM.

33. That the said list is not in the form prescribed by law.

NON-OBSERVANCE OF FORMALITIES.

34. That the said list was not duly deposited according to law.

35. That no proper notice of deposit of the said list was given.

36. That the said list was not made in duplicate as required by law [*or*, A duplicate of the said list was not sent to the surveyor of taxes for the district in which the said parish is contained].

37. That the said list was not transmitted to the Assessment Committee at the proper time.

38. That no proper notice of a meeting or meetings to hear objections to the said list was published at the time or in the manner required by law.

IMPROPER PROCEDURE BY ASSESSMENT COMMITTEE ON HEARING OBJECTIONS.

39. That in revising the said list you improperly delegated your powers therein.

40. That you, the said Assessment Committee, in revising the said list, considered objections thereto of which notice had not previously been given, although the consent of the persons entitled to such notice had not been obtained.

(*z*) *I.e.*, the order was not made by the majority, or when less than three were present, &c. (see U. A. C. Act, 1862, s. 9).

(*a*) This objection only applies to lists made under sect. 16 of the U. A. C. Act, 1862.

41. That you, the said Assessment Committee, in revising the said list, dealt with objections thereto in respect of matters as to which you had previously ordered notice of objection to be served on certain other persons, although in fact such notice was not served.
42. That you, the said Assessment Committee, in revising the said list, acted on the valuation of a valuer appointed by you without the consent of the guardians having been first obtained (*b*).
43. That you, the said Assessment Committee, in revising the said list, acted on a valuation not given in the form or fulfilling the requirements of sect. 4 of the Union Assessment Committee Amendment Act, 1864 (*b*).

Refusal of Inspection, *&c.*

44. That the right of inspecting $\frac{\text{and}}{\text{or}}$ obtaining copies $\frac{\text{and}}{\text{or}}$ extracts from the said list was refused to persons entitled thereto.

Revision Bad as Out of Time.

45. That the said list is void inasmuch as it was not revised within the time prescribed by law.

Approval Informal.

46. That you, the said Assessment Committee, did not duly approve the said list previous to its re-deposit.

Re-deposit and Subsequent Proceedings.

47. That you, the said Assessment Committee, did not duly re-deposit the said list as revised by you.
48. [*Ground* 35, *supra, substituting* re-deposit *for* deposit.]

Refusal of Inspection after Re-deposit.

49. [*Ground* 44, *supra, adding* so deposited *after* list.]

(*b*) Doubtful objection.

LIST VOID BY LAPSE OF TIME.

50. That the said list has ceased to be of any force by lapse of time.

OBJECTION OPEN TO RATEPAYER ONLY.

[*See note* (*o*), p. 1284.]

51. [*Grounds* 1 *to* 4 *in Form* 1, *which can only be taken against the list, not the rate.*]

And I desire that the following corrections be made in the said list:—

With respect to the hereditament numbered —— therein [*here specify corrections*].

Dated the —— day of ——, 19—.

Signed by and on behalf of the above-named ——.

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15. FORM OF NOTICE *of* OBJECTION *before the* ASSESSMENT COMMITTEE *against a* SUPPLEMENTAL VALUATION LIST *by a* PERSON AGGRIEVED (*or by a* RATEPAYER *whether* AGGRIEVED *or not*) (*c*).

To, &c. [*as in Form* 14 *to* following grounds, *inserting* supplemental *before* list].

AMOUNT.

1. [*Any of grounds* 1 *to* 11 *inclusive in Form* 14.]

OMISSION.

2. [*Ground* 12 *in Form* 14, *adding* although, *and specifying the alteration that has taken place* (*d*).]

(*c*) See note (*o*), p. 1284, *ante*.

(*d*) *I.e.*, that an alteration has taken place in some matter in the valuation list with regard to that hereditament during the twelve months ending the 5th April preceding, and that, therefore, it ought to be entered in the supplemental list.

NOT SITUATED IN THE PARISH (*e*).

3. [*Ground* 13 *in Form* 14.]

CLAIMING PARTIAL EXEMPTION.

4. [*Any of grounds* 18 *to* 21 *inclusive in Form* 7.]

CLAIMING EXEMPTION.

5. [*Any of grounds* 8 *to* 17 *inclusive in Form* 7.]

NOT IN OCCUPATION.

6. That I am not in occupation of the hereditament numbered —— therein.

OWNER NOT OCCUPIER LIABLE.

7. [*Ground* 17 *in Form* 14.]

INCORRECTNESS.

8. [*Ground* 18 *in Form* 14.]

INVALIDITY OF SUPPLEMENTAL LIST QUÂ OBJECTOR.

9. [*Any of grounds* 19 *to* 23 *inclusive in Form* 14.]

INVALIDITY OF SUPPLEMENTAL LIST GENERALLY.

10. [*Any of grounds* 24 *to* 51 *inclusive in Form* 14. *See sect.* 46 (1), (3) *and* (5) *of the Val.* (*Metrop.*) *Act*, 1869.]

SUPPLEMENTAL LIST NOT REQUIRED.

11. That no supplemental valuation list is required inasmuch as no alteration has taken place in any of the matters stated in the valuation list within the time indicated in or within the meaning of sect. 46 of the Valuation (Metropolis) Act, 1869.

(*e*) Doubtful objection.

OBJECTOR'S HEREDITAMENT NOT ALTERED.

12. That the said hereditament numbered —— therein ought not to be inserted inasmuch as, &c. [*as in obj.* 11, *supra*].

And I desire that the following correction be made in the said list:—

With respect to the hereditament numbered —— therein [*here specify corrections*].

Dated the —— day of ——, 19—.

Signed by and on behalf of the above-named ——.

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16. FORM OF NOTICE *of* OBJECTION *to a* PROVISIONAL VALUATION LIST *before the* ASSESSMENT COMMITTEE *by an* OCCUPIER.

To the Assessment Committee of the —— Union (*f*), in the county of London, and to ——, their clerk, to the overseers (*g*) of the parish of ——, in the said Union [*or, in the cases mentioned in* (*f*), the said parish], to ——, surveyor of taxes (*h*), and to —— (*i*), of ——, in the said parish.

I, &c. [*as in Form* 14 *to* following grounds, *inserting* provisional *before* valuation list].

AMOUNT.

1. [*Any of grounds* 1 *to* 11 *inclusive in Form* 14.]

OMISSION.

2. [*Ground* 12 *in Form* 14, *adding* although the value thereof has increased [*or*, decreased] during the year.]

NOT SITUATED IN PARISH (*k*).

3. [*Ground* 13 *in Form* 14.]

(*f*) See note (*g*), p. 1282, *ante*.
(*g*) See note (*h*), p. 1282, *ante*.
(*h*) For the district in which the parish is situated.
(*i*) The occupier of the hereditament.
(*k*) Doubtful objection.

CLAIMING PARTIAL EXEMPTION.

4. [*Any of grounds* 18 *to* 21 *inclusive in Form* 7.]

CLAIMING EXEMPTION.

5. [*Any of grounds* 8 *to* 17 *inclusive in Form* 7.]

NOT IN OCCUPATION.

6. That I am not in occupation of the hereditament numbered —— therein.

OWNER NOT OCCUPIER LIABLE.

7. [*Ground* 17 *in Form* 14.]

INCORRECTNESS.

8. [*Ground* 18 *in Form* 14.]

INVALIDITY OF PROVISIONAL LIST QUÂ OBJECTOR.

9. [*Any of grounds* 19 *to* 23 *inclusive in Form* 14. *Sed quære as to ground* 21 (*l*).]
10. That my name ought to be struck out of the said list in that no copy thereof as to so much as relates to the hereditament numbered —— therein in my occupation was served on me.
11. That, &c. [*see obj.* 10] in that no notice of the time for hearing objections was served on me within the times [*or*, in the manner, *or*, to the effect] prescribed by law.

INVALIDITY OF PROVISIONAL LIST GENERALLY.

12. That the said list sent to you, the said Assessment Committee, was not such a list as is required by the Valuation (Metropolis) Act, 1869.

(*l*) Sect. 19 of the U. A. C. Act, 1862, probably does not apply to provisional lists in the metropolis (see sect. 46 (3) of the Valuation (Metropolis) Act, 1869).

No Jurisdiction to Make List.

13. [*Grounds* 28 *to* 32 (*except ground* 31) *inclusive in Form* 14.]

14. That you, the said Assessment Committee, had no jurisdiction to order the making of the said list in that the overseers [*or,* borough council (*m*)] had not made default within the meaning of the Valuation (Metropolis) Act, 1869, s. 47 (3), nor had any proper requisition been made within the meaning of the said sub-section.

15. That there was no jurisdiction to make the said list in that there had been no increase or decrease in the course of the year in the value of any hereditament contained therein.

Form.

16. That the said list is not in the form prescribed by law.

Non-Observance of Formalities.

17. That my name ought to be struck out of the said list in that no notice as to the time and mode in which objections thereto might be made, accompanied, or was served, as prescribed by the Valuation (Metropolis) Act, 1869, s. 47 (3).

And I desire that the following corrections be made in the said list with respect to the hereditament numbered —— therein [*here specify corrections*].

Dated, &c.

Signed, &c.

[*As in Form* 14.]

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17. FORM OF NOTICE *of* Objection *to a* Valuation List *before the* Assessment Committee *by* Surveyor *of* Taxes (*n*).

To, &c. [*as in Form* 14].

I, ——, being surveyor of taxes for the district which includes

(*m*) See note (*h*), p. 1282, *ante*.

(*n*) *Who may give notice.*—See definition of "surveyor" in sect. 4 of the Valuation (Metropolis) Act, 1869.

Latest time for giving above notice.—See note (*f*), p. 1281, *ante*.

the parish [*or*, parishes] of ——, in the —— Union, in the county of ——, and being aggrieved by the valuation list thereof [*or*, having reason to think that the said parish of —— is aggrieved by the valuation list thereof, *or*, by the valuation list of the said parish of ——], do hereby give you notice of objection thereto on the following grounds:—

1. That the gross value of the hereditament numbered —— therein is too low.
2. That no duplicate of the said list was sent to me as provided by law (*o*).

And in my judgment the amount of the gross value of the said hereditament is £——.

And I desire [*as in Form* 16].

Dated, &c.

Signed, &c.

[*As in Form* 15.]

—— Surveyor of taxes.
Office ——.

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18. FORM OF NOTICE *of* OBJECTION *to a* SUPPLEMENTAL VALUATION LIST *before the* ASSESSMENT COMMITTEE *by a* SURVEYOR *of* TAXES.

To, &c. [*as in Form* 14].

I, &c. [*as in Form* 17, *inserting* supplemental *before* valuation list].

GROUNDS.

[*Same as in Form* 17.]

And in my judgment, &c. [*as in Form* 17].

And I desire, &c. [*as in Form* 16].

Dated, &c.

Signed, &c.

[*As in Form* 15.]

—— Surveyor of taxes.
Office ——.

(*o*) Doubtful objection.

19. FORM OF NOTICE *of* OBJECTION *to a* PROVISIONAL VALUATION LIST *before the* ASSESSMENT COMMITTEE *by a* SURVEYOR *of* TAXES.

To the Assessment Committee of the —— Union (*p*), in the county of London, and to ——, their clerk, to the overseers (*q*) of the parish of ——, in the said Union [*or, in the cases mentioned in* (*r*), the said parish], to ——, surveyor of taxes (*s*), and to ——, of ——, in the said parish.

I, &c. [*as in Form* 17, *inserting* provisional *before* valuation list].

GROUNDS.

1. [*Ground* 1 *in Form* 17.]
2. That no copy of the said list was served on me as required by sect. 47 (3) of the Valuation (Metropolis) Act, 1869.

And in my judgment, &c. [*as in Form* 17].

And I desire, &c. [*as in Form* 16].

Dated, &c.

Signed, &c.

[*As in Form* 15.] —— Surveyor of taxes.
Office ——.

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20. FORM OF NOTICE *of* APPEAL *against* VALUATION LIST *from the* ASSESSMENT COMMITTEE *to* SPECIAL SESSIONS (*t*) *by* OVERSEERS *or* BOROUGH COUNCIL (*u*) (*x*).

To the Assessment Committee of the —— Union (*y*), in the

(*p*) See note (*g*), p. 1282, *ante*. (*q*) See note (*h*), p. 1282, *ante*.

(*r*) See note (*g*), p. 1282, *ante*.

(*s*) Of the district in which the said parish is situated, if a different person from the surveyor objecting.

(*t*) Special sessions cannot hear an appeal touching any matter with respect to which notice of appeal to the London quarter sessions has been served in the manner prescribed by the Valuation (Metropolis) Act, 1869, s. 20. This probably means "served and subsisting as a valid notice." If withdrawn, notice of appeal to special sessions (if in time) probably could still be given.

(*u*) Valuation (Metropolis) Act, 1869, s. 19. The objection must have first been taken before the Assessment Committee (see Form 11), and the appeal only lies against a decision on the ground in objection 4 of Form 1.

(*x*) *Who may appeal.*—Overseers of any parish, so far as respects the valuation list of such parish (Valuation (Metropolis) Act, 1869, s. 19).

(*y*) See note (*g*), p. 1282, *ante*.

county of London, and to ——, their clerk, to ——, surveyor of taxes (*z*), and to ——, of ——, in the parish of ——, in the said Union.

We, ——, of ——, and ——, of ——, being overseers for the said parish [*or, in case the borough council acts as overseer* (*a*), I, ——, clerk to the borough council of the borough of ——, in the said county, in which borough is situate the said parish] feeling aggrieved [*or,* which said council feels aggrieved] by a decision of you, the said Assessment Committee, given on an objection made by us [*or,* by them] to the valuation list of the said parish before you on the —— day of ——, 19—, with respect to the unfairness and incorrectness in the valuation of the hereditament herein mentioned (*b*), hereby give you notice [*or,* hereby on their behalf give you notice] that it is my [*or,* their] intention to appeal from the said decision to the special sessions, to be holden at ——, on the —— day of ——, 19—.

And take notice that I desire the following correction to be made in the said list with regard to the hereditament numbered —— therein: [*Here specify the correction desired.*]

Dated the —— day of ——, 19—.

Signed by and on behalf of the
above-named ——.

To what sessions.—Special sessions must be held after November 30th, and so that all appeals are determined before January 1st (Valuation (Metropolis) Act, 1869, ss. 18 and 42 (10)). But in *R.* v. *London JJ.*, [1893] 2 Q. B. 476, it was held that an appeal (to quarter sessions) could be heard after the time fixed by the Act. Press of business caused by the large number of appeals occasioned the delay in this case.

Latest time for giving notice.—On or before November 21st in the same year (Valuation (Metropolis) Act, 1869, s. 42 (9)). "Year" means the twelve months commencing with April 6th and ending with the succeeding April 6th (*ib.* s. 4).

(*z*) Valuation (Metropolis) Act, 1869, s. 33. It must be given to the surveyor of the district to which the appeal relates. But it need not be given to the surveyor when the appeal relates only to the rateable value of any hereditament (*Ib.*).

(*a*) See note (*h*), p. 1282, *ante*.

(*b*) Valuation (Metropolis) Act, 1869, s. 19. The objection must have first been taken before the Assessment Committee (see Form 11), and the appeal only lies against a decision on the ground in objection 4 of Form 1.

21. FORM OF NOTICE *of* APPEAL *against a* SUPPLEMENTAL VALUATION LIST from the ASSESSMENT COMMITTEE *to* SPECIAL SESSIONS *by* OVERSEERS *or* BOROUGH COUNCIL.

To, &c. [*as in Form* 20, *inserting* supplemental *before* valuation list.]

And take notice [*as in Form* 20.]

Dated, &c.

Signed, &c.

[*As in Form* 20.]

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22. FORM OF NOTICE *of* APPEAL *against* VALUATION LIST *from the* ASSESSMENT COMMITTEE *to* SPECIAL SESSIONS *by* SURVEYOR *of* TAXES (*c*).

To, &c. [*as in Form* 20, *omitting notice to the surveyor of taxes, and adding* and to the overseers (*d*) of the parish of ——, in the said Union].

I, ——, being a surveyor of taxes for the district in which the said parish is situate, feeling aggrieved, &c. [*as in Form* 20].

And in my judgment the amount of the gross value of the hereditament numbered —— therein is £——.

And take notice, &c. [*as in Form* 20].

Dated, &c.

Signed, &c.

[*As in Form* 20.] —— Surveyor of Taxes.
Residing at ——.

(*c*) Valuation (Metropolis) Act, 1869, s. 19. The objection must have been taken before the Assessment Committee, and the appeal must be against a decision on either of grounds 1 and 2 only of Form 17.

Who may appeal.—"Any surveyor of taxes, so far as respects the valuation list of any parish in the petty sessional division" (Valuation (Metropolis) Act, 1869, s. 19). This means a surveyor for the district in which the parish against whose valuation list the surveyor is appealing is situated, for the objection must first have been taken before the Assessment Committee (sect. 19), and the surveyor for such district is the only one who can make such objection (sect. 12).

To what sessions.—See note (*x*), p. 1298, *ante*.

Latest time for giving notice.—*Ib.*

(*d*) See note (*h*), p. 1282, *ante*.

23. FORM OF NOTICE *of* APPEAL *against a* SUPPLEMENTAL VALUATION LIST *from the* ASSESSMENT COMMITTEE *to* SPECIAL SESSIONS *by* SURVEYOR *of* TAXES (*e*).

To, &c. [*as in Form* 22, *and inserting* supplemental *before* valuation list].

I, &c. [*as in Form* 22].

And in my judgment, &c. [*as in Form* 22].

And take notice, &c. [*as in Form* 20].

Dated, &c.

Signed, &c.

[*As in Form* 20.]

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24. FORM OF NOTICE *of* APPEAL *against a* VALUATION LIST *from the* ASSESSMENT COMMITTEE *to* SPECIAL SESSIONS *by a* RATEPAYER (*f*).

To, &c. [*as in Form* 20].

I, ——, being a ratepayer of the said parish feeling aggrieved by a decision, &c. [*as in Form* 20].

And take notice, &c. [*as in Form* 20].

Dated, &c.

Signed, &c.

[*As in Form* 20.]

(*e*) See note (*b*), p. 1298, *ante*.

(*f*) *Who may appeal.*—Any ratepayer of a parish, "so far as respects the valuation list of such parish" (Valuation (Metropolis) Act, 1869, ss. 19 and 33). As to owners, see Valuation (Metropolis) Amendment Act, 1884. "Ratepayer" is defined by sect. 4 of the Valuation (Metropolis) Act, 1869, as "every person who is liable to any rate or tax in respect of property entered in any valuation list"; and by sect. 2 of the Valuation (Metropolis) Amendment Act, 1884, an owner or lessee liable to be assessed is deemed the occupier for the purposes of the Act.

25. FORM OF NOTICE *of* APPEAL *against a* SUPPLEMENTAL VALUATION LIST *from the* ASSESSMENT COMMITTEE *to* SPECIAL SESSIONS *by a* RATEPAYER (*g*).

To, &c. [*as in Form* 20].

I, &c. [*as in Form* 24, *inserting* supplemental *before* valuation list].

And take notice, &c. [*as in Form* 20].

Dated, &c.

Signed, &c.

[*As in Form* 20.]

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26. FORM OF NOTICE *of* APPEAL *against a* VALUATION *or* SUPPLEMENTAL VALUATION LIST *from* SPECIAL SESSIONS *to the* LONDON QUARTER SESSIONS *by an* OVERSEER, BOROUGH COUNCIL (*h*), RATEPAYER, *or* SURVEYOR *of* TAXES (*assuming that the Summary Jurisdiction Act, 1879, s.* 31, *does not regulate the procedure* (*i*)).

To, &c. [*as in Form* 20. *But if surveyor is appellant, add* and to the overseers (*h*) of the parish of ——, in the said Union].

I, —— [*or,* we], being a ratepayer [*or,* surveyor of taxes, *or,* overseer or overseers of the said parish] of the said parish [*or, if a borough council is appellant,* I, ——, being clerk to the borough council of the borough of ——, in the county of London, in which is situate the said parish], feeling aggrieved [*or,* which said council feels aggrieved] by a decision of a court of special sessions holden at ——, in the said county, and given on the —— day of ——, 19—, whereby my [*or,* their] appeal [*or,* the

(*g*) See note to Form 24.

(*h*) See note (*h*), p. 1282, *ante*.

(*i*) *Who may appeal.*—"Any ratepayer and any surveyor of taxes, and any overseer with the consent of the vestry of his parish, who may feel aggrieved by . . . any decision of special sessions, whether he was a party or not" (Valuation (Metropolis) Act, 1869, s. 32). "Ratepayer" is defined in sect. 4 (see note (*f*), p. 1300, *ante*).

To what sessions.—Quarter sessions for the county of London.

Latest time for giving notice.—On or before January 14th in the same year (Valuation (Metropolis) Act, 1869, s. 42 (12)) as that in which the list was made (sects. 4, 42 (1) and 46 (3)).

appeal of ——, of ——] from a decision of you, the said Assessment Committee, given on the —— day of ——, 19—, on an objection made by me [*or*, by me on behalf of the said council, *or*, by [*name of objector*]] to the valuation [*or*, supplemental valuation] list for the said parish was dismissed [*or*, dealt with], hereby give you notice [*or*, hereby on behalf of the said council, *or, if an overseer*, with the consent of the vestry of the said parish (*k*)] that I intend to appeal against the said decision to the quarter sessions for the county of London, to be holden at ——, in the said county, on the —— day of ——, 19—. [*If a surveyor of taxes is appellant, insert here:* And take notice that in my judgment the amount of the gross value of the hereditament numbered —— herein is £——. And further take notice that I desire the following correction to be made in the said list with regard to the hereditament numbered —— therein [*here specify the correction*].]

Dated the —— day of ——, 19—.

Signed by and on behalf of the
above-named ——.

(*k*) If the parish is in the City of London. By sect. 4 (1) of the London Government Act, 1899, the powers of every vestry "in the county of London" cease to exist, and their powers and duties are transferred to the borough council. Inasmuch as borough councils were created (by sect. 1) for the county of London, "exclusive of the City of London," "county of London" in sect. 4 (1) is meant in this narrower sense. Vestries in the City therefore retain their existence and powers. If the borough council is appellant (see Form 20), "We, ——, being overseers, &c.," and, of course, any reference to the consent of the vestry must be omitted.

27. FORM OF NOTICE *of* APPEAL *against a* VALUATION *or* SUPPLEMENTAL VALUATION LIST *from* SPECIAL SESSIONS *to the* LONDON QUARTER SESSIONS *by an* OVERSEER, BOROUGH COUNCIL (*l*), RATEPAYER, *or* SURVEYOR *of* TAXES (*assuming that the Summary Jurisdiction Act, 1879, s. 31, as amended by the Summary Jurisdiction Act, 1884, s. 4 and schedule, regulates the procedure*). [*See preceding form on a contrary assumption* (*m*).]

To, &c. [*as in Form* 26], and to ——, clerk of the special sessions (*n*) of the petty sessional division of ——, in the county of London, assembled at special sessions on the —— day of ——, 19—, pursuant to the provisions of the Parochial Assessment Act, 1836.

This is to give you and each and every of you notice that I, being a ratepayer [*or,* surveyor of taxes, *or,* overseer of the said parish] of the said parish [*or, if a borough council is appellant,* I, ——, being clerk to the borough council of the borough of ——, in the county of London, in which is situate the said parish], being desirous of impugning the decision [*or,* which is desirous, &c.] of the said special sessions given on the —— day of ——, 19—, by which my [*or,* their] appeal [*or,* the appeal of ——, of ——] from a decision of you, the said Assessment Committee, given on the —— day of ——, 19—, on an objection made by me [*or,* by them, *or,* by ——, of ——] to the valuation [*or,* supplemental valuation] list for the said parish was dismissed [*or,* dealt with], do intend [*or,* do intend on behalf of the said council, *or, if an overseer is appellant,* with the consent of the vestry of the said parish (*o*)], at the quarter sessions for the county of London,

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(*l*) See note (*h*), p. 1282, *ante.*

(*m*) *Who may appeal.*—See notes (*a*), p. 1266, and (*i*), p. 1301, *ante.* The section referred to in the latter note probably confers a wider right as enabling non-parties to appeal.

To what sessions.—Quarter sessions for the county of London.

Latest time for giving notice.—See note (*i*), p. 1301, *ante;* and also S. J. Act, 1879, s. 31 (2), which enacts that notice must be given "within the prescribed time," or within a time therein defined. As the Valuation (Metropolis) Act, 1869, prescribes a time, that prescribed in the S. J. Act, 1879, is inapplicable.

(*n*) So called in sect. 33 of the Valuation (Metropolis) Act, 1869.

(*o*) See note (*g*), p. 1282, *ante.*

to be holden at ——, in the said county, on the —— day of ——, 19—, to appeal against the same, and that the cause and matter of such appeal are: [*Grounds of appeal as in Form* 5, *substituting* list *for* rate *in ground* 9.]

[*If the appellant is a surveyor of taxes, add the words at the end of Form* 26.]

And take notice that I desire that the following corrections be made in the said list with regard to the hereditaments numbered —— therein. [*Here specify corrections.*]

Dated, &c.

Signed, &c.

[*As in Form* 26.]

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28. FORM OF NOTICE *of* APPEAL *against a* VALUATION LIST *from the* ASSESSMENT COMMITTEE *to the* LONDON QUARTER SESSIONS *by a* RATEPAYER, SURVEYOR *of* TAXES, OVERSEER, *or* BOROUGH COUNCIL (*p*).

To, &c. [*as in Form* 20, *unless surveyor of taxes is appellant, when add,* To the overseers (*q*) of the parish of ——, in the said Union].

I, —— [*or,* we], being a ratepayer [*or,* surveyor of taxes, *or,* overseer or overseers of the said parish] of the said parish [*or, if borough council is appealing,* I, ——, being clerk to the borough council of the borough of ——, in the county of London, in which

(*p*) *Who may appeal.*—"Any ratepayer and any surveyor of taxes, and any overseer with the consent of the vestry of his parish, who may feel aggrieved by the decision of the Assessment Committee on an objection made before them to which he was a party" (Valuation (Metropolis) Act, 1869, s. 32). "Ratepayer" is defined in sect. 4 (see note (*f*), p. 1300, *ante*).

To what sessions.—The London quarter sessions, which must be held at any time after February 1st in the year in which the list is made, so that appeals may be determined by March 31st, except where a valuation list or valuation is ordered under sects. 35 or 36 of the Valuation (Metropolis) Act, 1869. If, however, it is impossible to hear all the appeals in the time limited they may be heard after it has expired (*R.* v. *London JJ.*, [1893] 2 Q. B. 476).

Latest time for giving notice.—On or before January 14th (Valuation (Metropolis) Act, 1869, s. 42 (12)).

(*q*) See note (*h*), p. 1282, *ante*.

is situate the said parish], feeling aggrieved [*or*, which said council feels aggrieved] by a decision of you, the said Assessment Committee, given on an objection made by me [*or*, by them] to the valuation list of the said parish before you, on the —— day of ——, 19—, whereby you [*give the effect of the decision*] hereby [*or, in the case of an overseer*, hereby with the consent of the vestry of the said parish] give you notice [*or*, hereby on behalf of the said council give you notice] that it is my [*or*, their] intention to appeal from the said decision to the next quarter sessions for the county of London, to be holden at ——, in the said county, on the —— day of ——, 19—.

[*If the appellant is a surveyor of taxes, add the words at the end of Form* 26.]

And take notice that I desire the following correction to be made in the said list with regard to the hereditament numbered —— therein. [*Here specify the correction.*]

Dated, &c.

Signed, &c.

[*As in Form* 26.]

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29. FORM OF NOTICE *of* APPEAL *against a* SUPPLEMENTAL VALUATION LIST *from the* ASSESSMENT COMMITTEE *to the* LONDON QUARTER SESSIONS *by a* RATEPAYER, SURVEYOR *of* TAXES, OVERSEER, *or* BOROUGH COUNCIL (*r*).

To, &c. [*as in Form* 28].

I, ——, &c. [*as in Form* 28, *inserting* supplemental *before* valuation list].

And take notice that in my judgment, &c. [*Form* 26 *at end*].

And take further notice, &c. [*as in Form* 28].

Dated, &c.

Signed, &c.

[*As in Form* 26.]

(*r*) See note (*p*), *supra*.

30. FORM OF NOTICE *of* APPEAL *against a* RATE *to* QUARTER SESSIONS (*s*).

To the churchwardens and overseers of the parish of ——, in the county of —— [*or, if the parish is outside the city of London,* To the borough council (*t*) of the borough of ——, in the county of London, in which is situate the parish of ——, and to ——, their clerk], and to ——, of ——, in the said parish.

I, ——, of ——, in the said parish, being a person aggrieved by a rate made for the relief of the poor and for other purposes chargeable thereon according to law, made on the —— day of ——, 19—, and having material objections to the sums charged to certain persons therein, give you notice of my intention to appeal against the said rate to the next general quarter sessions of the peace for the county of London [*or, if in the City, see note* (*s*) *below*], to be holden at ——, on the —— day of ——, 19—. And that the grounds of my appeal are as follow:—

OMISSION, EXEMPTION, NON-OCCUPATION, &c.

1. [*Any of grounds* 12, 13, 14, 15, 16, 17 *in Form* 14, *substituting* rate *for* list *where it occurs.*]

ALTERATION IN LIST IMPROPERLY MADE.

2. That I am assessed at too great a sum in the said rate in that the amount thereof is based on a valuation in the valuation list improperly altered by the London County

(*s*) *Who may appeal.*—See note (*p*), p. 1304, *ante.* By sect. 13 of the Poor Rate Ass. & Coll. Act, 1869, owners made liable for rates have the same right of appeal against the valuation list and a rate as if they were the occupiers.

To what sessions.—If the parish is outside the City of London, to the quarter sessions of the county of London. If within the City, to the "Court of the Lord Mayor and Aldermen of London."

Respite of appeal.—See note (*p*), p. 1274, *ante.*

Latest time for giving notice.—The fifteenth day before the first day of sessions (Quarter Sessions Act, 1849, s. 1), *i.e.*, fourteen clear days' notice, the day of service and that of the first sitting of the sessions being excluded (*Liffin* v. *Pitcher,* 1 Dowl. N. S. 767; *McQueen* v. *Jackson,* [1903] 2 K. B. 163).

(*t*) See note (*h*), p. 1282, *ante.*

Sessions [*or*, special sessions for the petty sessional division of ——, in the county of London] on an appeal before them, on the —— day of ——, 19— (*u*).

CLAIM FOR OWNER'S COMMISSION.

3. [*Obj.* 9 *in Form* 8.]

RATE NOT BINDING ON APPELLANT THOUGH OTHERWISE VALID.

4. That my name ought to be struck out of the said rate inasmuch as my assessment therein is based on a valuation list which is not binding on me because [*here incorporate any of the grounds of objection numbered* 19 *to* 23 *inclusive in Form* 14, *omitting* you the said].
5. That, &c. [*as in obj.* 3, *supra*] my assessment therein is based on a valuation list which has not been amended according to law in pursuance of a decision [*as in obj.* 10 *in Form* 2 (*u*)].
6. [*Obj.* 13 *in Form* 8.]
7. [*Obj.* 14 *in Form* 8.]

RATE BAD AS BASED ON AN INVALID VALUATION LIST.

8. That the said rate is not of any force as being based on a valuation list invalid in that no duplicate was sent to us, being overseers (*x*) of the said parish, by the Assessment Committee, as required by sect. 14 or sect. 47 (7) of the Valuation (Metropolis) Act, 1869.
9. That, &c. [*as in obj.* 8] invalid in that it was not at the time of the making of the said rate deposited in the place appointed by law.
10. That, &c. [*as in obj.* 8] invalid inasmuch as [*here incorporate any of objections* 24 *to* 50 *inclusive in Form* 14, *omitting* you the said. *And in addition vide objections* 28, 29, *and* 30, *infra*].

(*u*) Doubtful objection.
(*x*) See note (*h*), p. 1282, *ante*.

No Meetings to hear Objections or Notice thereof.

11. That, &c. [*as in obj.* 8] invalid in that no meetings to hear objections thereto were held as required by law, although due notice of objection was given.
12. [*The same as obj.* 11, *supra, adding* when re-deposited *after* thereto.]
13. That, &c. [*as in obj.* 10] invalid in that no notice of a meeting to hear objections to the said list when re-deposited was published at the time or in the manner required by law.

Improper Procedure on Revision by Assessment Committee.

14. That, &c. [*as in obj.* 8, *supra*] invalid in that the Assessment Committee [*incorporate any of the objections numbered* 39 *to* 43 *inclusive in Form* 14, *omitting* you the said].
15. That, &c. [*as in obj.* 8, *supra*] invalid in that the Assessment Committee heard objections thereto after re-deposit which were not objections to alterations made by them therein before re-deposit (*y*).

List not duly Approved.

16. That, &c. [*as in obj.* 8, *supra*] invalid in that the Assessment Committee did not duly finally approve the said list [*add, if necessary,* in accordance with the times and manner prescribed by law].

Totals not filled in.

17. That, &c. [*as in obj.* 8] invalid in that the totals of the gross and rateable values of the said list were not filled in by the Assessment Committee which approved the said list.

(*y*) Sect. 42 (7) of the Valuation (Metropolis) Act, 1869, limits the inquiry to objections "to the alterations." But in practice original objections are sometimes heard. This is probably a bad ground as far as regards the invalidating of the whole list.

No Certificate of Compliance.

18. That, &c. [*as in obj.* 8] invalid in that no such certificate of compliance as is required by sect. 14 of the Valuation (Metropolis) Act, 1869, is attached to the foot of the said list.

Duplicates not sent.

19. That, &c. [*as in obj.* 8] invalid in that no duplicates of the said list approved by the Assessment Committee were sent out as required by law (*z*).

No Deposit and Return by London C.C.

20. That, &c. [*as in obj.* 8, *supra*] invalid in that the said list as approved by the Assessment Committee, was not deposited and returned as required by sect. 16 of the Valuation (Metropolis) Act, 1869 (*z*).

Rate bad—No Jurisdiction to make.

21. [*Any of objs.* 17 *to* 19 *inclusive in Form* 8.]

Rate Defective in Form.

22. [*Any of grounds* 20, 21, 22, 24, 25, 26, *and* 27 *of Form* 8.]
23. That the declaration prescribed by sect. 73 and schedule 4 of the Valuation (Metropolis) Act, 1869, was not duly made and signed as therein required.

Rate bad as Retrospective, or Prospective, or Excessive.

24. [*Grounds* 28, 29, *and* 30 *of Form* 8.]

Rate bad. Made for Unauthorised Purpose.

25. [*Ground* 31 *in Form* 8.]

Rate bad for Various Reasons.

26. [*Any of grounds* 32 *to* 36 *inclusive in Form* 8.]

(*z*) Doubtful objection.

APPEAL AGAINST RATING OF THIRD PERSON BASED ON INVALID LIST.

27. That the assessment of you, the said ——, is too low, being based on a valuation as altered by the Assessment Committee on an objection to the valuation list after re-deposit, which was not an objection to an alteration made by them therein before re-deposit (*a*).

NAME ADDED AFTER RATE MADE.

28. That my name ought to be struck out of the said rate inasmuch as it was inserted therein after it had been made and allowed.

PREMATURE, IMPROPER, OR NON-RETURN OF LIST.

29. That the said rate is not of any force as being based on a valuation list which is invalid in that the Assessment Committee did not send to the overseers (*b*) the said list (*c*) and a copy thereof dated and signed by their clerk as required by law.

30. That, &c. [*see obj.* 29, *supra*] Committee sent the said list and the copy thereof before the time prescribed [*or*, not dated and signed by your clerk, as required by law].

Dated the —— day of ——, 19—.

Signed by and on behalf of the
above-named ——.

(*a*) See note (*y*), *supra*. In view of the practice referred to it might be difficult to sustain this objection.

(*b*) See note (*h*), p. 1282, *ante*.

(*c*) This ground is applicable only if the list in question is a provisional list.

31. FORM OF NOTICE *of* APPEAL *to the* LONDON QUARTER SESSIONS *against* TOTALS (*d*).

To (*e*) ——, surveyor of taxes (*f*), to the Assessment Committee of the —— Union, in the county of London (*g*), and to ——, their clerk, and to the overseers (*h*) of the parish of ——, in the said Union.

(*d*) *Who may appeal.*—"Any Assessment Committee in the metropolis, or in the county (see Valuation (Metropolis) Act, 1869, s. 3), in which the parish to which the appeal relates is situate; any overseers in the metropolis or such county, with the consent of the vestry of their parish; any ratepayer (by sect. 13 of the Poor Rate Ass. & Coll. Act, 1869, owners made liable for rates have the same right of appeal against the valuation list and a rate as if they were the occupiers) in the metropolis or such county; and any body of persons authorised by law to levy rates or require contributions payable out of rates in the metropolis or such county" (Valuation (Metropolis) Act, 1869, s. 32).

Conditions precedent.—As the appeal is consequent on alterations made in individual assessments by sessions, &c., the appeal against totals cannot be brought until these are finished, and therefore, as a consequence, out of the time fixed by the Valuation (Metropolis) Act, 1869, s. 42 (12). The practice now followed is to grant leave to serve additional notices of appeal (under sect. 34) out of time.

To what sessions.—To the London County Sessions.

Latest time for giving notice.—January 14th in the same year as that in which the list was made (Valuation (Metropolis) Act, 1869, ss. 4 and 42 (1) (12); and see "Conditions precedent," *supra*).

(*e*) Notice to individual occupiers is not necessary, as it was decided in *London County Council* v. *Assessment Committee of St. George's Union,* [1894] A. C. 600, that an appeal against totals could not be brought on the ground of the under-valuation of individual hereditaments. Where property is put into a provisional list as increased, totals are not affected (Valuation (Metropolis) Act, 1869, s. 47 (11)). So where special sessions alter a valuation (sect. 20). If quarter sessions alter a valuation there is no express provision as in the case of alterations by special sessions; but in *R.* v. *Woolwich Union,* [1891] 2 Q. B. 712, the rule was held to be the same.

(*f*) Of the district to which the appeal relates (Valuation (Metropolis) Act, 1869, s. 33).

(*g*) The Committee which approved the list wholly or partly questioned by the appeal (Valuation (Metropolis) Act, 1869, s. 33).

(*h*) Where an Assessment Committee is the appellant. When the overseers are the borough council the form will be:

"To the borough council of the borough of ——, in the county of London, in which borough is situate the parish of ——."

I, ——, of —— [*see note (d) for who can appeal*], being a ratepayer of the parish of ——, in the county of —— [*or*, I, ——, being clerk to the Assessment Committee of the —— Union, in the county of London; *or*, I, ——, being clerk to the —— [*insert name of the public body*]; *or*, We, ——, being overseers of the parish of ——, in the county of London, with the consent of the vestry of the said parish [*or, if a borough council is overseer*, I, ——, being clerk to the borough council of the borough of ——, in the county of London, in which borough is situate the parish of ——, *omitting reference to the consent of the vestry*], feeling aggrieved [*or*, which feels aggrieved] for the reasons hereinafter stated, hereby give you notice [*or*, hereby on their behalf give you notice] that I [*or*, they] intend to appeal to the quarter sessions for the county of London (*a*) against the valuation list of the said parish of ——. And that the grounds of my [*or*, their] appeal are:—

1. That the total of the gross value of the said parish is too high [*or*, too low].
2. That the total of the rateable value of the said parish is too high [*or*, too low].
3. That there is no approved valuation list for the said parish of ——.

And take notice that I [*or*, we] desire the following correction to be made in the said list. [*Here specify correction.*]

Dated the —— day of ——, 19—.

Signed by and on behalf of the
above-named ——.

(*a*) Omit the following words if the ground of appeal is that there is no approved valuation list.

32. FORM OF NOTICE *of* APPLICATION *to* JUSTICES *or to a* MAGISTRATE *to* AMEND *a* CLERICAL *or* ARITHMETICAL ERROR *in a* RATE, *under sect.* 71 *of the Valuation (Metropolis) Act*, 1869 (*b*).

To —— (*c*), overseers of the parish of ——, in the —— Union, in the county of London [*or, see* (*c*)], and to —— (*d*), of ——.

Take notice that I, ——, of ——, feeling aggrieved by a certain clerical [*or,* arithmetical] error in a rate made for the said parish on the —— day of ——, 19—, for the relief of the poor and other purposes chargeable thereon according to law, in which rate [*here specify the error complained of, e.g.*, the rateable value of the hereditament numbered —— therein is set down at £—— instead of £——], do intend to apply to two of His Majesty's justices of the peace [*or,* to ——, Esq., a Metropolitan Police Magistrate], sitting at ——, on the —— day of ——, 19—, that the said rate may be amended by the alteration of the said amount of £—— to £—— [*or, as may be*].

Dated the —— day of ——, 19—.

Signed by and on behalf of the
above-named ——.

(*b*) *Who may appeal.*—Any person who feels aggrieved by reason of the error.

Latest time for giving notice.—Such notice as the justices may think just. This will mean a reasonable notice.

(*c*) The overseers or person who made the rate (Valuation (Metropolis) Act, 1869, s. 71). If the borough council is overseer their clerk signs the rate, and the notice will be:

"To the borough council of the borough of ——, in the county of London, in which borough is situate the parish of ——, and to ——, their clerk."

(*d*) To such persons as the justices or magistrates think fit. Apparently, no summons is issued by the Court; the notice is given, and the ratepayer appears or not, as he chooses. The question, therefore, as to the sufficiency of the notice will only arise at the hearing.

33. FORM OF NOTICE *by* OVERSEERS *or* BOROUGH COUNCIL *of* APPLICATION *to* JUSTICES *as to* OMISSIONS *from, or* MIS-DESCRIPTIONS *of* PERSONS *in a* RATE, *under sect. 72 of the Valuation (Metropolis) Act,* 1869 (*e*).

To ——, of —— (*f*). Take notice that we, ——, of ——, and ——, of ——, being overseers of the parish of ——, in the —— Union, in the county of London [*or, if the borough council is overseer,* Take notice that the borough council for the borough of ——, in the county of London, in which borough is situate the parish of ——], do intend to make application to two of His Majesty's justices of the peace [*or,* to ——, Esq., a Metropolitan Police Magistrate], sitting at ——, on the —— day of ——, 19—, that your name, as being that of a person liable to be rated to a rate (*g*) made on the —— day of ——, 19—, for the relief of the poor and other purposes chargeable thereon according to law, but omitted therefrom, be inserted therein [*or,* that a rate made on the —— day of ——, 19—, for the relief of the poor and other purposes chargeable thereon according to law may be corrected, in that you are incorrectly described therein as ——. And take notice that my application will be that the said incorrect description be altered from —— to —— [*or,* that your correct name as aforesaid be inserted] in the said rate].

Dated the —— day of ——, 19—.

Signed by and on behalf of the above-named ——.

(*e*) *Who may apply.*—The overseers of the parish to which the list relates.

Latest time for giving notice.—The eighth day before that on which the application is to be heard (Valuation (Metropolis) Act, 1869, s. 72).

(*f*) Insert the name of the person liable to be rated whose name is omitted, or who is described in the rate by a wrong name.

(*g*) This will depend on whether the person's name is inserted in the valuation list; otherwise he is not "liable to be rated."

34. FORM OF NOTICE *of* APPEAL *to* QUARTER SESSIONS *against the* DECISION *of* JUSTICES *as to* OMISSIONS, *&c. from* RATE, *under sect. 72 of the Valuation (Metropolis) Act*, 1869 (*h*).

To, &c. [*as in Form* 30, *omitting notice to third person*].

I, ——, of ——, hereby give notice of my intention to appeal to the quarter sessions for the county of London [*or, if the parish is in the City,* to the court of the Lord Mayor and Aldermen of London] sitting at ——, on the —— day of ——, 19—, against a decision of —— and ——, two of His Majesty's justices of the peace [*or,* of ——, Esq., a Metropolitan Police Magistrate, sitting at ——], given on the —— day of ——, 19—, whereby the said justices [*or,* the said magistrate] ordered my name to be inserted in the rate made for the said parish on the —— day of ——, 19—, for the relief of the poor and other purposes chargeable thereon according to law [*or,* whereby the said justices [*or,* the said magistrate] altered my name set down as —— therein to —— as it now appears therein].

And take notice that the grounds of my appeal are:—

AS TO ALTERATION OF NAME.

1. That my name is not ——, as now set down in the said rate in consequence of the said decision.

AS TO INSERTION IN THE RATE.

2. [*Any of grounds in Form* 30 *appropriate.*]

NOT LIABLE TO BE RATED.

3. That I am not liable to be rated to the said rate within the meaning of the Valuation (Metropolis) Act, 1869, s. 72, inasmuch as my name does not appear in the valuation list upon which the said rate is based.

(*h*) *Who may appeal.*—The person whose name is altered or inserted. *To what sessions.*—To the quarter sessions holden next after such insertion or correction (Valuation (Metropolis) Act, 1869, s. 72).

Latest time for giving notice.—See note (*s*), p. 1306, *ante.*

No Jurisdiction to insert Name.

4. That the court which gave the said decision was not properly constituted (*i*).

Dated the —— day of ——, 19—.

Signed by and on behalf of the above-named ——.

III. OUTSIDE AND INSIDE THE METROPOLIS.

35. FORM OF NOTICE *of* Appeal *to* Quarter Sessions *against the* Grant *of a* Certificate *of* Exemption *under the Scientific Societies Act*, 1843 (*k*).

To ——, secretary [*or*, clerk] to the —— [*name of the society*], at [*address of society*]. Take notice that I [*or*, we], being assessed to a rate made on the —— day of ——, 19—, for the relief of the poor and other purposes chargeable thereon according to law [*or for any other purpose for which the rate may be made, if a county, borough, parochial rate or cess*] as to which

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(*i*) *E.g.*, only one justice adjudicated.

(*k*) *Who can appeal.*—"Any person or persons assessed to any rate from which any society shall be exempted by the Act" (*i.e.*, the Scientific Societies Act, 1843).

Conditions precedent.—Only those grounds set forth in the notice can be dealt with (Scientific Societies Act, 1843, s. 6).

To what sessions.—To the quarter sessions for the county or borough where the land or buildings of the society shall be situated (Scientific Societies Act, 1843, s. 5).

Latest time for giving notice.—"Twenty-one days previously to the sitting of the Court" (Scientific Societies Act, 1843, s. 6).

Time within which the appeal must be brought.—"Within four calendar months next after the first assessment of such rate made after such certificate shall have been filed as aforesaid, or within four calendar months next after the first assessment of such rate made after such exemption shall have been claimed by such society" (Scientific Societies Act, 1843, s. 6). Notice of the granting of the certificate to the makers of the rate and to the collector was held to be a "claim for exemption," in *R.* v. *Pocock*, 8 Q. B. 729. "[It means bringing the claim] to the knowledge of the other ratepayers" (Lord Denman, C. J., at p. 740).

rate you have obtained a certificate of exemption under the provisions of the Scientific Societies Act, 1843, do intend to appeal to the quarter sessions of the peace (*l*) for the county of —— [*or*, for the borough of ——, in the county of ——], to be holden at ——, in the said county [*or*, borough], against the grant of the said certificate by the Central Office of the Registry of Friendly Societies. And that the grounds of my appeal are:—

JURISDICTION.

1. That the said Central Office which purported to grant the certificate was not properly constituted according to the provisions of sect. 1 (1) of the Friendly Societies Act, 1896 (*m*).
2. That the said Central Office had no jurisdiction to grant the said certificate inasmuch as the provisions of the Scientific Societies Act, 1843, s. 2, and the Friendly Societies Act, 1896, ss. 1 and 2, with respect to the submission to the said Central Office of copies of all laws, rules, and regulations for the management of the said society, signed and countersigned as directed, have not been complied with.

NOT IN FACT GRANTED.

3. That the document which purports to be a certificate of exemption, granted by the said Central Office, was not in fact granted as such by the said office or at all.

FORM.

4. That the certificate was not given in the form prescribed by sect. 2 of the Scientific Societies Act, 1843 (*n*).

(*l*) And if in the metropolis, outside the City,
"for the county of London."
If within the City,
"appeal to the court of the Lord Mayor and Aldermen of London."

(*m*) Which enacts that "the chief registrars and assistant registrars . . . shall . . . constitute the Central Office."

(*n*) *I.e.*, on each of the three copies submitted.

No Allowance.

5. That the said certificate was not allowed and confirmed by the recorder of the proper court of quarter sessions for the place where the said property is situate in the manner prescribed by the Scientific Societies Act, 1843.

Non-Observance of Formalities.

6. That the copy of the laws, rules and regulations of the said society, with the certificate of the said Central Office indorsed thereon, is not filed as provided by sect. 2 of the Scientific Societies Act, 1843 (*o*).

Not in Occupation, nor Tenant nor Owner.

7. That the said society is not in occupation of the said property.
8. That the said society is neither tenant nor owner of the said property (*p*).

Not Occupying for Purposes of Society.

9. That the property in respect of which the said exemption is claimed is not occupied by the said society for the transaction of its business, or for carrying into effect its purposes.

Not within Purview of the Act.

10. That the said society was not constituted for the purposes of science [*or*, literature, *or* the fine arts] exclusively, within the meaning of the said Act.
11. That the said society is not supported either wholly or in part by annual voluntary contributions.
12. That the said society has made and does make a dividend [gift, division, *or* bonus] unto or between its members or some of them.
13. That the said society has not by its laws prohibited the

(*o*) Doubtful objection.
(*p*) *I.e.*, is a trespasser.

making of a dividend, gift, division, or bonus unto or between its members or any of them (*q*).

Dated the —— day of ——, 19—.

Signed by and on behalf of the above-named ——.

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36. FORM OF NOTICE *of* APPEAL *to* QUARTER SESSIONS *against the* GRANT *of a* CERTIFICATE *of* EXEMPTION *under the Scientific Societies Act*, 1843, *on an* ALTERATION *of* RULES (*r*).

To, &c. [*as in Form* 35 *to* Friendly Societies], after certain alterations in the rules, laws, and regulations of the said society affecting and relating to the property and constitution thereof, certifying, &c. [*as in Form* 35].

JURISDICTION.

1. [*Ground* 1 *in Form* 35.]
2. That the said Central Office had no jurisdiction to grant the said certificate in that the said society at the time of the said alterations was not lawfully exempt from the said rate, the certificate [purporting] to confer such exemption not having been properly [*or*, in fact] obtained (*s*) on the ground that [*incorporate any of the grounds in Form* 35 *applicable*].

(*q*) Sect. 1. There must be a direct prohibition; it is not sufficient that the laws contain nothing to warrant such a division, &c. (*R.* v. *Jones*, 8 Q. B. 719).

(*r*) A separate form is given for this appeal, as it is, perhaps, arguable that a new exemption is conferred on the grant of this certificate. On the alteration being made, the original exemption would (by implication) seem to lapse, but for the concluding words of sect. 3, which continue the exemption up to the grant or refusal of a certificate on the alterations; a refusal terminating the exemption altogether; a grant conferring a newly commencing exception. But more probably the second certificate merely continues the exemption conferred by the first, and there is no appeal at all against its grant. As to who can appeal, &c., see note (*k*), p. 1316, *ante*.

(*s*) Probably not a good ground, as the original certificate is good until appealed against. It is inserted here as it is clear from sect. 3 that the

3. That the said Central Office had no jurisdiction to grant the said certificate, the said alterations not having been submitted to it within the time prescribed by law.
4. That the said Central Office had no jurisdiction to grant the said certificate in that the said alterations were not submitted to it as prescribed by sect. 3 of the Scientific Societies Act, 1843, and sects. 1 and 3 of the Friendly Societies Act, 1896.

NOT IN FACT GRANTED.

5. [*Ground* 3 *in Form* 35.]

FORM.

6. [*Ground* 4 *in Form* 35.] (*t*).

NO ALLOWANCE.

7. [*Ground* 5 *in Form* 35.] (*u*).

NON-OBSERVANCE OF FORMALITIES.

8. [*Ground* 6 *in Form* 35.]

NOT IN OCCUPATION, NOR TENANT NOR OWNER.

9. [*Ground* 7 *in Form* 35.]
10. [*Ground* 8 *in Form* 35.]

NOT OCCUPYING FOR PURPOSES OF SOCIETY.

11. [*Ground* 9 *in Form* 35.]

NOT WITHIN PURVIEW OF THE ACT.

12. [*Grounds* 10 *to* 13 *inclusive in Form* 35.]

Dated, &c.

Signed, &c.

[*As in Form* 35.]

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society which, on alteration of rules, submits them for certification, must be a society already possessing a certificate, *i.e.*, a valid one.

(*t*) *I.e.*, on the copy of the alterations (Scientific Societies Act, 1843, ss. 2 and 3). Nothing is said as to the number of these copies.

(*u*) Doubtful objection.

37. FORM OF VALUATION LIST *in a* PARISH (*Outside Metropolis*) *where there is no* AGRICULTURAL LAND.

(U. A. C. Act, 1862, s. 14, and Schedule.)

Valuation List for [*the Parish or Place for which the List is made*] in the County of——.

Name of Occupier.	Name of Owner.	Description of Property.	Name or Situation of Property.	Estimated Extent.	Gross Estimated Rental.	Rateable Value.

Signed this —— day of ——.

A. B. } Overseers of the Poor of
C. D. } the —— Parish aforesaid.

38. FORM OF VALUATION LIST *in a Parish* (*Outside Metropolis*) *where there is* AGRICULTURAL LAND.
(Agric. Rates Act, 1896, s. 5; Agric. Rates Order, 1896, Art. XVI.)

SCHEDULE W.

Form of Valuation List.

Valuation List for [*the Parish or Place for which the List is made*] in the County of ——.

Name of Occupier.	Name of Owner.	Description of Property.	Name or Situation of Property.	Estimated Extent.	Gross Estimated Rental.	Rateable Value of Agricultural Land.	Rateable Value of Buildings and other Hereditaments not being Agricultural Land.
1	2	3	4	5	6	7	8
				A. R. P.	£ *s.* *d.*	£ *s.* *d.*	£ *s.* *d.*

Signed this —— day of ——.

A. B. } Overseers of the Poor of
C. D. } the Parish aforesaid.

39. FORM OF VALUATION LIST *in a Parish (Inside Metropolis) where there is no* AGRICULTURAL LAND.
(Val. (Metrop.) Act, 1869, s. 51, and Sched. II.)

Valuation List for [*the Parish or Place for which the List is made*] in the Metropolitan Union of —— [or "not being in union"] in the County of ——.

Number.	Name of Occupier.	Name of Owner.	Description of Property.	No. of Class.	Name or Situation of Property.	Extent.	Gross Value as Estimated by Overseers.	Gross Value as Estimated by Surveyor of Taxes.	Rate of Deduction per Cent.	Rateable Value.	Gross Value as finally determined by Assessment Committee.	Rateable Value as finally determined by Assessment Committee.

Signed this —— day of ——.

A. B. } Overseers of the Poor of
C. D. } the Parish aforesaid.

We do hereby approve the above Valuation List, and certify that in determining the gross and rateable value of the above hereditaments the provisions of the Valuation (Metropolis) Act, 1869, have been fully complied with.

Signed this —— day of ——.

A. B. }
C. D. } Members of the Assessment Committee of the —— Union.
E. F. }

NOTE.—The two last of the above columns (for gross and rateable value as determined by Assessment Committee) must be filled up, and the totals of those columns must be added up after the objections to the alterations have (if any) been heard, and before the list is finally approved.

40. FORM OF VALUATION LIST *in a Parish (Inside Metropolis) where there is* AGRICULTURAL LAND.

(Agric. Rates Order, 1896, Art. XVIII. (3), Sched. W2.)

SCHEDULE W2.

Form of Valuation List in Parishes in Metropolis in which there is any Agricultural Land as Defined by the Agricultural Rates Act, 1896.

Valuation List for [*the Parish or Place for which the List is made*] in the Metropolitan Union of —— [or "not being in Union"], in the County of London.

Number.	Name of Occupier.	Name of Owner.	Description of Property.	No. of Class.	Name or Situation of Property.	Extent.	Gross Value as Estimated by Overseers.	Gross Value as Estimated by Surveyor of Taxes.	Rate of Deduction per cent.	Gross Value as Finally Determined by Assessment Committee.	Rateable Value as Finally Determined by Assessment Committee.	Rateable Value of Agricultural Land.	Rateable Value of Buildings and other Hereditaments not being Agricultural Land.
1	2	3	4	5	6	7	8	9	10	11	12	13	14
							£ s. d.	£ s. d.		£ s. d.	£ s. d.	£ s. d.	£ s. d.

[To be signed and approved as required by the Valuation (Metropolis) Act, 1869]. *See* preceding Form.

41. FORM OF RATE *in a Parish (Outside Metropolis) where there is no* AGRICULTURAL LAND.

(Par. Ass. Act, 1836, s. 2, and Schedule; and U. A. C. Act, 1862, s. 28, and Schedule.)

FORM OF RATE.

An Assessment for the relief of the poor in the Parish of Merton in the County of Surrey, and for other purposes chargeable thereon according to law, made this thirtieth day of March in the year of our Lord, one thousand nine hundred and ——, after the rate of sixpence in the pound.

No.	Arrears due; or if Excused.	Name of Occupier.	Name of Owner.	Description of Property Rated.	Name or Situation of Property.	Estimated Extent.	Gross Estimated Rental.	Rateable Value.	Rate at 6*d.* in the Pound.
	£ *s.* *d.*					A. R. P.	£ *s.* *d.*	£ *s.* *d.*	£ *s.* *d.*
1	- - -	James Smith.	John Green.	Land and Buildings.	Whiteacre Farm.	40 0 0	60 0 0	55 0 0	1 7 6
2	- - -	Ditto.	Ditto.	House and Garden.	In West Street.	0 1 0	30 0 0	25 0 0	0 12 6
3	- - 7½ Excused	John Poor.	Ditto.	House.	In Brick Lane.	- - -	1 10 0	1 5 0	0 0 7½
&c.	&c.	&c.	&c.	&c.	&c.	&c.	&c.	&c.	&c.

30 (2)

DECLARATION TO BE ADDED TO THE RATE.

We, the undersigned, do hereby declare that one of us, or some person on our behalf, has examined and compared the several particulars in the respective columns of the above rate with the valuation list made under the authority of the Union Assessment Committee Act, 1862, in force in this parish (*or* township); and the several hereditaments are, to the best of our belief, rated according to the value appearing in such valuation list.

} Churchwardens.

} Overseers.

42. FORM OF RATE *in a Parish* (*Outside Metropolis*) *where there is* AGRICULTURAL LAND. (Agr. Rates Act, 1896, s. 6 (3) (d), and Agric. Rates Order, 1896, Art. XVI., Sched. Y; and U. A. Act, 1862, s. 28, and Schedule.)

SCHEDULE Y.

Form of Rate to be substituted for the Form in the Schedule to the Parochial Assessment Act, 1836.

An Assessment for the Relief of the Poor of the Parish of —— in the County of ——, and for other purposes chargeable thereon according to law, made this —— day of ——, in the year of our Lord ——, after the rate of —— in the £ on buildings and other hereditaments not being Agricultural Land, and at one-half of the said Rate on Agricultural Land, which is estimated to meet all the expenses for the above purposes which will be incurred before the —— day of —— next.*

No.	Name of Occupier.	Name of Owner.	Description of Property.	Name or Situation of Property.	Estimated Extent.	Gross Estimated Rental.	Rateable Value of Agricultural Land.	Rateable Value of Buildings and other Hereditaments not being Agricultural Land.	Rate at —*d.* in the £ on Agricultural Land, and at —*d.* in the £ on other Hereditaments.
1	2	3	4	5	6	7	8	9	10
					A. R. P.	£ *s.* *d.*	£ *s.* *d.*	£ *s.* *d.*	£ *s.* *d.*

* If a rate is made payable by instalments, the amount of each instalment and the date at which each instalment is payable are also to be set forth in the heading.

We, the undersigned, do hereby declare that one of us, or some person on our behalf, has examined and compared the several particulars in the respective columns of the above rate with the valuation list made under the authority of the Union Assessment Committee Act, 1862, in force in this parish (*or* township); and the several hereditaments are, to the best of our belief, rated according to the value appearing in such valuation list.

} Churchwardens.

} Overseers.

43. FORM OF RATE *for a Parish (Inside the Metropolis) where there is no* AGRICULTURAL LAND.

(Val. (Metrop.) Act, 1869, s. 73, Sched. IV.)

FORM OF RATE.

Rate for the Relief of the Poor of the Parish of —— in the —— Union, and for other purposes chargeable thereon, according to law, made this —— day of —— in the year of our Lord, 19—, after the rate of —— in the pound, which is estimated to meet all the expenses for the above purposes which will be incurred before the —— day of —— next.

No.	Name of Occupier.	Name of Owner.	Description of Property Rated.	Name or Situation of Property.	Rateable Value.	Rate in the Pound.

DECLARATION TO BE ADDED TO THE RATE.

We, the undersigned, do hereby declare that one of us, or some person on our behalf, has examined and compared the several particulars in the respective columns of the above rate with the valuation list made under the authority of the Valuation (Metropolis) Act, 1869, and now in force in this parish (*or* township); and the several hereditaments are, to the best of our belief, rated according to the value appearing in such valuation list, and do declare that the total of the above rate amounts to —— pounds —— shillings and —— pence.

} Churchwardens.

} Overseers.

44. FORM OF RATE *for a Parish* (*Inside the Metropolis*) *where there is* AGRICULTURAL LAND.
(Agr. Rates Act, 1896, s. 6 (3) (d), and Agric. Rates Order, 1896, Art. XVIII. (3), Sched. Y2.)

SCHEDULE Y2.

Form of Rate to be substituted for the form in the Schedule to the Valuation (Metropolis) Act, 1869, in Parishes in the Metropolis where there is any Agricultural Land as defined by the Agricultural Rates Act, 1896.

Rate for the Relief of the Poor of the Parish of ——, in the —— Union, and for other purposes chargeable thereon according to law, made this —— day of ——, in the year of our Lord, 19—, after the rate of —— in the pound, on Buildings and other Hereditaments not being Agricultural Land, and at one-half of the said Rate on Agricultural Land, which is estimated to meet all the expenses for the above purposes which will be incurred before the —— of —— next.

No.	Name of Occupier.	Name of Owner.	Description of Property Rated.	Name or Situation of Property.	Rateable Value of Agricultural Land.	Rateable Value of Buildings and other Hereditaments not being Agricultural Land.	Rate at —*d.* in the £ on Agricultural Land and at —*d.* in the £ on other Hereditaments.
1	2	3	4	5	6	7	8
					£ *s.* *d.*	£ *s.* *d.*	£ *s.* *d.*

[Add declaration as required by the Valuation (Metropolis) Act, 1869]. *See* preceding Form.

RELEASES.

1. MUTUAL RELEASE *of all* CLAIMS *by* TWO PERSONS (*a*).

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN [A. B.], of, &c., of the one part, and [C. D.], of, &c., of the other part, WITNESSETH, that each of them the said [A. B.] and [C. D.] hereby releases the other of them, his heirs, executors, administrators, and assigns, and his and their estates and effects, from all sums of money, accounts, actions, proceedings, claims, and demands whatsoever, for or by reason or in respect of any act, cause, matter, or thing whatsoever, up to the day of the date of these presents. [PROVIDED ALWAYS, that nothing herein contained shall extend to release the said [C. D.], his heirs, executors, administrators, or assigns, or his or their estates or effects, from any claim or demand which the said [A. B.], as executor of the will of [E. F.], of, &c., deceased, now has, or hereafter may have against the said [C. D.] in respect of any accounts or transactions between the said [C. D.] and the said [E. F.], deceased.]

Parties.

Release.

Proviso that release shall not extend to claims of a releasor as executor (*b*).

IN WITNESS, &c.

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2. MUTUAL RELEASE *of all* CLAIMS *between a* PARTNERSHIP FIRM *and an* INDIVIDUAL (*c*).

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN [*partners*], all of ——, merchants and co-partners, of the one part, and [A. B.], of, &c., of the other part, WITNES-

Parties.

(*a*) Where a release is intended to be general, it is better to avoid introducing recitals specifying particular transactions between the parties, as such recitals have frequently been held to operate so as to restrict or control the effect of the instrument.

(*b*) This proviso may be inserted if it is intended that this release shall not extend to claims by one of the parties against the other in a representative character.

(*c*) See note (*a*), *supra*.

Release.

SETH, that the said co-partners do, and each of them doth hereby, release the said [A. B.], his heirs, executors, administrators, and assigns, and his and their estates and effects, And the said [A. B.] doth hereby release the said co-partners, and each of them, and the heirs, executors, administrators, and assigns, and estates and effects of them, and of each of them, from all sums of money, accounts, actions, proceedings, claims, and demands whatsoever, for or by reason or in respect of any act, cause, matter, or thing whatsoever, up to the day of the date of these presents.

In witness, &c.

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3. MUTUAL Release *of all* Claims *by* Three Persons, *where a* Particular Transaction *is* Recited.

Parties.

THIS INDENTURE, made the —— day of ——, 19—, Between [A. B.], of, &c., of the first part; [C. D.] of, &c., of the second part; and [E. F.] of, &c., of the third part: Whereas

Recitals: of a particular transaction between the parties;

the parties hereto have recently been jointly engaged and interested in an undertaking for the construction of, &c. [*describe nature of undertaking*], under an agreement dated, &c., and made between the said [A. B.], of the one part, and [X. Y.], of, &c., of the other part, and several questions have arisen as to the rights and liabilities of the parties hereto as between themselves in respect of the said undertaking: And whereas, for the settlement of such questions, it was agreed that the costs and expenses of the said undertaking should be borne and paid by the parties hereto in the shares and proportions following, that is to say, three equal sixth shares thereof by the said [A. B.], two equal sixth shares thereof by the said [C. D.], and the remaining one equal sixth share thereof by the said [E. F.], and that they should share the profits of the said undertaking (if any) in the same proportions: And whereas an abstract of the receipts and expenditure in respect of the said undertaking is set forth in the schedule hereunder written, whereby it appears that the net profits divisible in the proportions agreed upon as aforesaid amounted to 600*l.*, and accordingly such amount has been distributed among and received by the several parties hereto in the proportions or sums following, that is to say, the sum of 300*l.* by the said

of agreement to pay expenses and divide profits in certain proportions;

of ascertained amount of net profits divisible;

[A. B.], the sum of 200*l.* by the said [C. D.], and the sum of 100*l.* by the said [E. F.], as the parties hereto respectively acknowledge: AND WHEREAS there have been divers other accounts, dealings, and transactions between the parties hereto, all of which have been adjusted and settled: NOW THIS INDENTURE WITNESSETH, that in consideration of the premises, each of them the said [A. B.], [C. D.], and [E. F.] doth, and every two of them do hereby release the others, and each of the others of them, and their and his heirs, executors, administrators, estates and effects, from all sums of money, accounts, actions, proceedings, claims and demands whatsoever, which any one or any two of them the said [A. B.], [C. D.], and [E. F.], now has, or at any time heretofore has had, or may have had, against the others or either of the others of them, for or by reason or in respect of any act, cause, matter, or thing whatsoever, to the date of these presents.

of other transactions.

Testatum.

Release.

IN WITNESS, &c.

THE SCHEDULE ABOVE REFERRED TO.

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4. RELEASE *from* CREDITOR *to* DEBTOR *on* RECEIVING *a* SUM *of* MONEY *in* SATISFACTION *of* DISPUTED CLAIMS.

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN [*releasor*], of, &c., of the one part, and [*releasee*], of, &c., of the other part: WHEREAS the said [*releasor*] has from time to time, during several years past, advanced various sums of money to or on the account of the said [*releasee*]; and certain other dealings and transactions have taken place between them, by means whereof the said [*releasee*] became indebted to the said [*releasor*] in a considerable sum of money: AND WHEREAS the said [*releasor*] made certain claims and demands against the said [*releasee*], by reason of the transactions aforesaid, the validity of some part of which claims and demands was denied by the said [*releasee*]; in consequence whereof disputes and differences arose between the said parties respecting the same: AND WHEREAS, for the purpose of terminating and adjusting such disputes and differences, it was lately agreed between the said [*releasor*] and [*releasee*], that the said [*releasee*] should pay to the said [*releasor*]

Parties.

Recitals:

of dealings between the parties;

disputed claims;

agreement to terminate disputes by payment of a sum of money.

the sum of 500*l.*, in full satisfaction and discharge of all claims and demands whatsoever; and that on receiving the same, the said [*releasor*] should execute to the said [*releasee*] such release as is hereinafter contained: NOW THIS INDENTURE WITNESSETH, that, in pursuance of the said agreement, and in consideration of the sum of 500*l.* now paid by the said [*releasee*] to the said [*releasor*] (the receipt of which sum he the said [*releasor*] hereby acknowledges), he the said [*releasor*] hereby releases the said [*releasee*], his heirs, executors, and administrators, from all and all manner of sums of money, debts, accounts, actions, proceedings, claims, and demands whatsoever, which he the said [*releasor*] now has, or which he, his heirs, executors, or administrators, but for these presents, could, would, or might, at any time or times hereafter, have, upon or against the said [*releasee*], his heirs, executors, or administrators, for or by reason or on account of any matter, cause, or thing whatsoever, up to and inclusive of the day of the date of these presents.

Testatum.

In consideration of a sum of money, creditor releases all claims to debtor.

IN WITNESS, &c.

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5. RELEASE *of all* DEMANDS *from a* RESIDUARY LEGATEE, *after* ATTAINING *the* AGE *of* TWENTY-ONE YEARS, *to* EXECUTORS *and* TRUSTEES.

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN [*legatee*], of, &c., and [*executors*], of, &c.: WHEREAS [*testator*], late of ——, by his will, bequeathed unto his sister [A. S.], and her assigns, during the residue of his term in the leasehold property therein mentioned, if she should so long live, an annuity of 30*l.*, and charged the same property therewith; And bequeathed to his partner [R. T.] all his household goods, plate, linen, and furniture, on condition that the money which would become payable by the said [R. T.] for the said testator's interest in their stock in trade, should be paid by four equal payments, at the end of the first six, twelve, eighteen, and twenty-four calendar months, from the day of his decease; And gave the residue of his personal estate (subject to various legacies), unto the said [*executors*], their executors, administrators, and assigns, in trust for the maintenance of the said [*legatee*], his nephew (then of the age of thirteen years), until

Parties.

Recitals: of will;

he should attain his majority; and then, in trust for the said [*legatee*], his executors, administrators, and assigns; AND WHEREAS the said will was proved on the —— day of ——, in the District Registry at —— of the Probate Division, by the said [*executors*], the executors therein named, who have paid the said annuity of 30*l.* up to Lady day last past, inclusive, and have paid all the debts and funeral and testamentary expenses of the said testator: AND WHEREAS, the said [*legatee*] having attained the age of twenty-one years, the said [*executors*] have this day assigned unto him the said leasehold property (but subject to the said annuity), and have delivered to him all deeds and writings relating thereto which were in their custody or power; AND WHEREAS the said [*executors*] have this day stated and settled with the said [*legatee*] a true, full and particular account in writing of and concerning all their payments, receipts and disbursements, as such trustees and executors as aforesaid, up to this day, so far as he is interested therein; which account has been signed by the said [*legatee*], And by the said account there appears to be due to the said [*legatee*] in respect of the said residue the sum of 5,000*l.*; AND WHEREAS the said [*executors*] have duly paid to the said [*legatee*] the sum of 4,850*l.*, being the amount of the said residue after deducting therefrom 150*l.*, for legacy duty thereon at the rate of 3*l.* per centum; NOW THIS INDENTURE WITNESSETH, that, in consideration of the premises, the said [*legatee*] hereby releases unto the said [*executors*] and each of them, all actions, proceedings and causes of action or proceeding, claims and demands whatsoever by virtue of the will of the said testator, or in respect of his real or personal estate, AND the said [*legatee*] hereby covenants with the said [*executors*] to indemnify them, and each of them, their heirs, executors and administrators, and all other persons whomsoever, from all succession duty payable in respect of the said leasehold hereditaments, and from all responsibility in respect of such assignment and payment respectively.

of probate and payment of annuity;

of assignment of leaseholds;

of settlement of accounts;

of payment of residue, deducting legacy duty.

Testatum.

Release.

Covenant of indemnity.

IN WITNESS, &c.

6. RELEASE *and* INDEMNITY *by some of the* PERSONS *beneficially* INTERESTED *under a* WILL, *to the* TRUSTEES CARRYING ON *the* TESTATOR'S TRADE *without* AUTHORITY.

Parties.

Recitals: of will;

of probate;

of appointment of new trustee;

that trustees have carried on testator's trade;

of incapacity of two of the *cestuis que trust.*

Testatum.

Authority to trustees to carry on trade;

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN [A. B.], of, &c., and [E.], his wife, and [J. B.], of, &c., of the one part, and [P. B.], [S. B.], and [J. L.] (*the trustees*), of, &c., of the other part: WHEREAS [*testator*], by his will, gave all his real and personal estate unto and to the use of the said [P. B.], [S. B.], and [M. N.], their heirs, executors, administrators, and assigns, upon trust for sale and conversion, and, after payment of his debts and legacies, upon trust to pay one equal fifth part of the residue of the produce of his said estate unto his sister, the said [E. B.], for her separate use, one other fifth part unto his brother [G. B.], the like unto his brother, the said [J. B.], the like unto the said [P. B.] (*one of the trustees*), and the like unto his niece [S. M.], if she should attain her majority, but if she should die under age, then equally among such of the said [E. B.], [G. B.], [J. B.], and [P. B.], as should then be living, the share of the said [E. B.], to be for her separate use: AND WHEREAS the said will was proved at ——, on the —— day of ——, by the said [P. B.], and [S. B.], the surviving executors therein named; And the said [J. L.] was, on the —— day of ——, duly appointed to be a trustee under the said will, in the room of the said [M. N.]: AND WHEREAS the goodwill of the trade of a ——, carried on by the said testator until his death, has been carried on by the said [P. B.], and [S. B.], and is intended to be carried on by the said trustees until the same can be advantageously sold; but it is apprehended that the said will does not authorise the said trustees to carry on the said trade, or in other respects to act to the best advantage in disposing of the said trust property: AND WHEREAS the said [S. M.] is of the age of sixteen years, and the said [G. B.] is not of sound mind: NOW THIS INDENTURE WITNESSETH, that, in consideration of the premises, each of them, the said [A. B.], and [E.], his wife, [J. B.], and [P. B.] (*one of the trustees*), hereby declares that it shall be lawful for, but not incumbent on, the said [*trustees*], and other the trustees or trustee for the time being under the said will, to carry on the said trade, and do all usual acts for that purpose until they or he shall receive

from the said [E. B.] and [J. B.], or either of them, or the executors, administrators, or assigns, of either of them, or of the said [P. B.], notice in writing to discontinue the same: AND to do such acts in carrying on the said business, or in relation thereto, and to sell, demise, and deal with the said real and personal estate of the said testator, or any part thereof, at such time or times, and upon such terms, on credit or otherwise, as shall from time to time be authorised in writing by the said [A. B.], and [E.], his wife, [J. B.], and [P. B.], or any one or more of them: PROVIDED that the authority so to be given, and the following release and covenant for indemnity against the consequences of any acts done in pursuance of such authority, shall not have any operation against, or be binding upon, any of the said parties hereto, or his or her property or interest, except so far as he or she individually may have given such authority; AND the said [A. B.], and [E.], his wife, and [J. B.], hereby release the said [*trustees*], and each of them, his heirs, executors, and administrators, from all present and future trusts, actions, proceedings, and claims against them or any of them, on account of the said trade having been so carried on as aforesaid, or of any involuntary loss which has been or may be sustained in the said trade, or by reason of anything to be done in pursuance of such authority as aforesaid: AND the said [A. B.], and [E.], his wife, and [J. B.], jointly and severally covenant with the said [*trustees*] jointly and severally, And the said [P. B.] covenants with the said [S. B.] and [J. L.], jointly and severally, that the said covenanting parties respectively, and their respective heirs, executors, and administrators will at all times indemnify the said [*trustees*] respectively, and their respective heirs, executors, administrators, and assigns against all losses and liabilities consequential on such trading as aforesaid, or on any acts to be done in pursuance of these presents or of such authority as aforesaid; And that the said trustees or trustee for the time being may retain, or allow or pay to their or his co-trustee or co-trustees, or to the representatives of any deceased trustee, out of the respective shares of the said covenanting parties in the said trust property, compensation for all such losses as they or he may sustain as aforesaid, and that such compensation shall be a specific charge on such shares, in priority to all other charges.

IN WITNESS, &c.

to do such acts as competent *cestuis que trustent* shall authorise.

Each *cestui que trust* to be bound by such acts only as he shall authorise.

Release by *cestuis que trustent*.

Covenant of indemnity.

Trustees to be indemnified out of the shares of the covenanting parties.

7. RELEASE *by* Residuary Legatees *of their* Shares *in a* Legacy, *in* Confirmation *of a* Gift *void for* Remoteness.

Parties.

THIS INDENTURE, made the —— day of ——, 19—, Between [A. B.], of, &c., and [C. D.], of, &c., of the one part, and [Y. Z.], of, &c., and [X. Z.], of, &c., of the other part

Recitals: of will, death of testator, &c.;

[*recitals stating will bequeathing* 10,000*l.* *to* [*W. Z.*] *for life, with remainder to his wife* [*V. Z.*], *for her life, with remainder to their children absolutely in equal shares, to vest at* 25 *years of age, giving residuary personal estate to* [*A. B.*] *and* [*C. D.*], *and appointing them executors; death of testator and probate of his will*]: And whereas the said [V. Z.] died on the —— day of ——, 19—, leaving her two only children, the said [Y. Z.] and [X. Z.] her surviving;

of state of family;

of question as to validity of bequest;

And whereas it is apprehended that the gift contained in the said will of the said [*testator*] in favour of the children of the said [W. Z.] and [V. Z.] was void for remoteness, and consequently that the reversion immediately expectant on the death of the survivor of the said [W. Z.] and [V. Z.] in the said sum of 10,000*l.* became vested in the said [A. B.] and [C. D.] as the residuary legatees under the said will;

of intent to release claim to void bequest.

And whereas the said [A. B.] and [C. D.], being desirous of effectuating the intention of the said testator in regard to the reversion expectant as aforesaid in the said sum of 10,000*l.*, have determined and agreed to assign and release their respective shares and interests of and in the same sum, and the stocks, funds, shares, and securities in or upon which the same may be invested, and the dividends, interest, and annual produce thereof, unto the said

Testatum.

[Y. Z.] and [X. Z.], in manner hereinafter appearing: NOW THIS INDENTURE WITNESSETH (*d*),

Release.

that, in pursuance of the said agreement, and in consideration of the premises, they, the said [A. B.] and [C. D.], do, and each of them doth hereby assign and release unto the said [Y. Z.] and [X. Z.], and their respective executors, administrators, and assigns, all the parts, shares, and interests of them the said [A. B.] and [C. D.] respec-

(*d*) If a married woman is the recipient, it is not now in any case necessary for her husband to concur in the deed. But where a release is to be given by a woman, who was married and whose interest "accrued" before 1883, it will be necessary to make her husband a party and to express the release to be made by him as well as the wife.

tively, and each of them, of and in the said sum of 10,000*l.* bequeathed as aforesaid by the said will of the said [*testator*], and the stocks, funds, shares, and securities, in or upon which the same may be invested, and the interest, dividends, and annual produce thereof (*e*), To HOLD the said funds, shares, and interests, and all other the premises hereinbefore assigned and released unto the said [Y. Z.] and [X. Z.], and their respective executors, administrators, and assigns, as tenants in common, To THE INTENT that the said sum of 10,000*l.*, and the stocks, funds, and securities in or upon which the same may be invested, and the interest, dividends, and annual income thereof may henceforth, subject to the life interest of the said [W. Z.] therein under the said will of the said [*testator*], be absolutely vested in the said [Y. Z.] and [X. Z.] in equal shares as tenants in common as aforesaid, for their own absolute use and benefit.

IN WITNESS, &c.

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8. RELEASE *to a* RETIRING TRUSTEE *of a* SETTLEMENT.

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN [A. B.], of, &c. [C. D.], of, &c., and [E. D.], his wife (formerly [E. B.]), and [F. G.] (formerly [F. B.]), widow (being certain of the persons entitled, under an indenture of settlement, dated the —— day of ——, and made between [*parties*] to the property therein comprised), of the one part, and [*trustee*], of, &c. (who has lately retired from the trusts of the said indenture), of the other part, WITNESSETH that the parties hereto of the first part do, and each of them doth hereby release the said [*trustee*] from all claims and demands which may or might be made against the said [*trustee*] by such parties, or any of them, for or on account of any act, matter, or thing done, omitted or suffered by the said [*trustee*] in or about the execution of the trusts of the said indenture, and particularly from all actions, proceedings, accounts, claims and demands for or on account of [*describe particular breaches of trust*], and they do hereby jointly and severally covenant with the said [*trustee*] that they or some

Parties.

Testatum.

Release: from all claims on account of trusts;

and from particular breaches of trust.

Covenant for indemnity.

(*e*) No power of attorney is now necessary, provided notice is given to the executors (see Judicature Act, 1873 (36 & 37 Vict. c. 66, s. 25 (6)).

or one of them, or the executors or administrators of them or some or one of them, will or shall at all times hereafter sufficiently keep indemnified the said [*trustee*] and his estate from and against all actions, proceedings, accounts, claims, and demands which may be instituted or made against the said [*trustee*], his executors or administrators, by any trustee of or person interested under the said indenture of settlement, and not being a party hereto, for or on account of, or in anywise in relation to, any of the matters hereinbefore mentioned.

In witness, &c.

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9. RELEASE *of* One *of* Several Joint Debtors, *with* Reservation *of* Rights *against* Others (*f*).

THIS INDENTURE, made the —— day of ——, 19—,
Parties. Between [A. B.], of ——, of the one part, and [C. D.], of ——,
Recitals. of the other part. Whereas the said [C. D.] is indebted jointly with certain other persons to the said [A. B.] in the sum of £——; And whereas the said [A. B.] has agreed with the said [C. D.] to release his claim against the said [C. D.], subject,
Testatum. nevertheless, to the proviso below stated. NOW THIS INDEN-
Release. TURE WITNESSETH that the said [A. B.] doth hereby release and for ever discharge the said [C. D.], his executors, administrators, and assigns, from all liability, claim, or demand whatsoever for or in respect of the said indebtedness: Provided, nevertheless, that the said [A. B.] reserves all his rights and remedies against all other persons who are or may be jointly indebted with the said [C. D.] to him.

In witness, &c.

(*f*) A release of one joint debtor *primâ facie* releases all others jointly liable; but where the document of release contains in terms a reservation of rights against the others, such release will be treated as a mere covenant not to sue the released debtor, and his co-debtors remain liable (see *In re E. W. A.*, [1901] 2 K. B. 642, at pp. 648, 649).

SEPARATION DEEDS.

1. DEED *of* SEPARATION, *the* HUSBAND *allowing the* WIFE *an* ANNUITY *during their* JOINT LIVES, *which is to be paid to her* FATHER, *the* TRUSTEE, *while the* WIFE *lives with him.* COVENANT *by the* TRUSTEE *to* INDEMNIFY *the* HUSBAND *against the* WIFE'S DEBTS. OTHER *usual* COVENANTS. PROVISO *vacating the* DEED *on* RECONCILIATION (*a concise form*).

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN [*husband*], of, &c., of the first part; [*wife*], the wife of the said [*husband*], now residing at, &c., of the second part; and [*trustee*], of, &c., the father of the said [*wife*], of the third part: WHEREAS unhappy differences have arisen between the said [*husband*] and [*wife*], by reason whereof they have mutually agreed to live separate and apart from each other; and the said husband has agreed to make to the said [*wife*], an allowance of the annual sum of £——, during the joint lives of herself and the said [*husband*], for her maintenance and support: NOW THIS INDENTURE WITNESSETH, that, in pursuance of the said agreement, and for the considerations herein appearing, the said [*husband*], so far as the covenants and stipulations herein contained ought to be performed or observed on his part, hereby covenants with the said [*wife*], and, as a separate covenant with the said [*trustee*], and the said [*wife*], so far as the covenants and stipulations herein contained ought to be performed or observed on her part, hereby covenants with the said [*husband*], and as a separate covenant with the said [*trustee*]; and the said [*trustee*], so far as the covenants and stipulations herein contained ought to be performed or observed by himself or by the said [*wife*], hereby covenants with the said [*husband*], as follows, that is to say:—

Parties.

Recital of agreement for separation.

Testatum.

Mutual covenants.

1. THE said [*wife*] may at all times hereafter live separate and apart from the said [*husband*], and free from his marital control and authority, as if she were sole and unmarried, and may from time to time reside at such place or places, and in such

Wife may live apart from husband.

manner [and carry on such trade, business or occupation], as she shall from time to time think proper, without any interference on the part of the said [*husband*].

Husband and wife not to molest each other, &c.

2. NEITHER of them, the said [*husband*] and [*wife*] shall molest, disturb, or interfere with the other of them in her or his manner of living or otherwise, or compel or endeavour to compel the other of them to cohabit or live with him or her by any legal proceedings for restitution of conjugal rights, or otherwise howsoever.

Condonation of previous offence (*a*).

3. NEITHER of them, the said [*husband*] and [*wife*], shall take any proceedings against the other of them for the purpose of obtaining a divorce or judicial separation, in respect of any misconduct which has or is alleged to have taken place on the part of the other of them.

Husband to pay an annuity to wife (*b*).

4. THE said [*husband*] shall, during the joint lives of himself and the said [*wife*], or until they shall mutually agree to live together again, and so long as the said [*wife*] and the said [*trustee*] shall perform and observe the covenants and agreements on their respective parts herein contained, pay to the said [*wife*] an annuity or yearly sum of £—— for her separate use, but without power of anticipation, by equal quarterly payments on the usual quarter days, the first of such payments to be made on the —— day of ——, 19—, which annuity shall be apportionable according to law at the commencement and termination thereof (*c*):

Dum casta clause (*d*).

PROVIDED ALWAYS that such annuity shall only be payable as aforesaid, so long as the said [*wife*] shall live a chaste life.

(*a*) This clause ought not to be inserted as a matter of course without instructions. For another form of this clause, see *post*, p. 1344.

(*b*) Sometimes it is arranged that the husband shall make to his wife a weekly allowance, as follows:—

"THE said [*husband*] shall, during the joint lives of himself and the said [*wife*], if they shall so long mutually agree to live separately from each other, pay to the said [*wife*], for her separate use, but without power of anticipation, on every Saturday, commencing on the —— day of —— next, the clear weekly sum of £——."

(*c*) Under the Apportionment Act, 1870 (33 & 34 Vict. c. 35), annuities are considerations accruing from day to day, and are accordingly apportionable in respect of time.

(*d*) Such a clause does not come within the term "usual covenants" in a separation deed agreed to as part of the terms of compromise of a divorce suit (*Hart* v. *Hart* (1881), 18 Ch. D. 670).

5. PROVIDED ALWAYS, and it is hereby agreed, that so long as the said [*wife*] shall reside with her father, the said [*trustee*], the said annuity or yearly sum of £——, shall be paid to the said trustee at the times and in manner aforesaid in trust for the said [*wife*]; and the receipt of the said [*trustee*], signed by him, shall be a good and sufficient discharge for so much of the said annuity, or yearly sum of £——, as shall be therein acknowledged or expressed to be received, and that the said [*husband*] shall not be bound to see to the application thereof.

Annuity to be paid to wife's father so long as she shall reside with him (*e*).

6. ALL articles of wearing apparel and personal ornament, and also the articles of furniture and household effects specified in the schedule hereunder written, which have been delivered by the said [*husband*] to the said [*wife*], previously to the execution of these presents (*f*), as she hereby acknowledges, shall belong to, and may be retained or disposed of at pleasure by the said [*wife*] as her separate property.

Chattels to be wife's separate property.

7. THE SAID [*trustee*] shall at all times hereafter keep indemnified the said [*husband*], his heirs, executors, and administrators, against all the debts and liabilities which the said [*wife*] has already contracted or incurred, or which she shall or may at any time hereafter contract or incur, and against all actions, proceedings, accounts, claims, demands, costs, charges, losses, damages and expenses for or on account of such debts or liabilities, or anything in anywise relating to the premises.

Trustee to indemnify husband against wife's debts.

8. IN CASE the said [*husband*] shall at any time or times hereafter be called upon to pay or discharge, and shall actually pay or discharge any debt or liability which the said [*wife*] has already contracted or incurred, or which she shall or may at any time hereafter contract or incur, then, and in every such case, it shall be lawful for the said [*husband*] to deduct, retain, and reimburse to himself out of the said annuity of £——, the amount which he, the said [*husband*], shall have so paid in respect of such debt or liability, together with all costs and expenses which he shall have paid or incurred on account thereof; but so

Husband if called on to pay wife's debts may deduct amount from annuity.

(*e*) This clause is not usual, and should not be inserted without instructions, but may occasionally be found useful with or without modification.

(*f*) Possession of the chattels should be delivered to the wife before the execution of the deed, in order to prevent questions from arising under the Bills of Sale Acts.

that this present proviso shall not render the said [*husband*] liable to the payment of any debts of the said [*wife*], or prejudice any right or remedy of the said [*husband*] under the covenant for indemnity of the said [*trustee*] hereinbefore contained.

Provision for reconciliation or divorce.

9. PROVIDED ALWAYS, that in case the said [*husband*] and [*wife*] shall at any time hereafter, with their mutual consent, come together and cohabit with each other [or if their marriage shall be dissolved, or if they shall be judicially separated from each other in respect of anything done or suffered by either party after the execution of these presents], then, and in such case [*or*, then and in either of such cases], the said annuity of £—— shall cease and be no longer payable, and thenceforth all the covenants and provisions herein contained shall become void, but without prejudice to any act previously done hereunder, or any proceedings on the part of any of the parties hereto in respect of any breach then previously committed of all or any of the said covenants or provisoes.

Appointment of new trustees.

10. THE STATUTORY power of appointing new trustees of these presents in the place of the said [*trustee*] or of any trustee to be appointed in his place shall be vested in the said [*wife*].

IN WITNESS, &c.

THE SCHEDULE ABOVE REFERRED TO.

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2. DEED *of* SEPARATION *between* HUSBAND *and* WIFE. SPECIAL CLAUSE *against* MOLESTATION *by* HUSBAND. SETTLEMENT *by the* HUSBAND *of a* SUM *of* STOCK *for the* BENEFIT *of the* WIFE, *for her* LIFE, *with remainders for the* BENEFIT *of* HERSELF *and the* CHILDREN *of the* MARRIAGE. PROVISIONS *as to the* CUSTODY, MAINTENANCE, *&c., of* CHILDREN. *Usual* INDEMNITY CLAUSE *by* TRUSTEES.

Parties.

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN [*husband*], of, &c., of the one part, [*wife*], of the second part, and [*trustee*], of, &c., and [*trustee*], of, &c., of the third part:

Recitals: of marriage and birth of children:

WHEREAS the marriage between the said [*husband*] and [*wife*], his wife, took place on or about the —— day of ——, 19—, and there is issue of the marriage —— children, namely

[*state names of children*]; AND WHEREAS unhappy differences have arisen between the said [*husband*] and [*wife*], in consequence whereof they have mutually agreed to live separate and apart from each other: AND the said [*husband*] has agreed to make the said [*wife*] an allowance of the annual sum of £—— during the joint lives of them, the said [*husband*] and [*wife*], for the separate use of her, the said [*wife*], and the clothing, maintenance, and education of the said [*children*], so long as they shall remain in her custody or under her control under the provisions in that behalf hereinafter contained: AND the said [*husband*] has agreed that a sum of £—— Preference Stock in the —— Railway Company, the property of him, the said [*husband*], shall be vested in trustees, who shall stand possessed thereof, and the dividends, interest, and annual produce upon such trusts as are hereinafter declared of and concerning the same: AND WHEREAS the said sum of £—— stock has been this day transferred into the names of the said [*trustees*], and the same is accordingly now standing in their names in the books of the said company, as they, the said [*trustees*], hereby respectively acknowledge; AND WHEREAS the said [*trustees*] have, at the request of the said [*husband*] and [*wife*], agreed to act as trustees of these presents for the purpose of the arrangements intended to be hereby made, and to enter into the covenants on their part and stipulations hereinafter contained: NOW THIS INDENTURE WITNESSETH, that, in pursuance of the said agreement, and for the consideration herein appearing, the said [*husband*], so far as the covenants and stipulations herein contained ought to be performed or observed on the part of himself, his heirs, executors, or administrators, hereby covenants with the said [*wife*], and as a separate covenant with the said [*trustees*]; AND the said [*wife*], so far as the covenants and stipulations herein contained ought to be performed or observed on the part of herself, her heirs, executors, or administrators, hereby covenants with the said [*husband*], and, as a separate covenant with the said [*trustees*]; And the said [*trustees*], so far as the covenants and stipulations herein contained ought to be performed or observed on the part of the said [*wife*], or of them, the said [*trustees*], or their respective heirs, executors, or administrators, or any of them, hereby respectively covenant with the said [*husband*] as follows, that is to say:—

of agreement for separation;

of agreement by husband to allow sum a year;

of agreement to vest sum in names of trustees;

of transfer of sum;

of agreement of trustees to act.

Testatum.

1. THE said [*wife*] may at all times hereafter live separate

Wife may live

apart from husband.

and apart from the said [*husband*], and free from his marital control and authority, as if she were sole and unmarried, and may from time to time reside at such place or places, and in such manner [and carry on such trade, business, or occupation] as she shall from time to time think proper, without any interference on the part of the said [*husband*].

Covenant against molestation by husband.

2. The said [*husband*] shall not, nor will molest, disturb, or interfere with the said [*wife*] in her manner of living or otherwise, or compel or endeavour to compel her to cohabit or live with him by any legal proceedings for restitution of his conjugal rights or otherwise howsoever, or sue, prosecute, or in any way, molest or disturb any member or members of her family, or any other person or persons, for receiving, harbouring, protecting, or assisting her.

Covenant against molestation by wife.

3. The said [*wife*] shall not nor will molest, disturb, or interfere with the said [*husband*], nor at any time or times hereafter commence or institute any action or proceedings for restitution of conjugal rights, or compel or attempt to compel him to allow to her any alimony or maintenance for herself, or the said children, other than such allowance as is hereinafter provided.

Mutual covenants against proceedings for divorce, &c.

4. No proceedings shall be instituted or prosecuted by or on behalf of either of them, the said [*husband*] and [*wife*] against the other of them for the purpose of obtaining a divorce or judicial separation, or otherwise in respect of any cause of complaint which now exists or has arisen before the date of these presents; and all misconduct (if any) which has been committed or permitted by either of them against the other shall be deemed to have been hereby forgiven and condoned; And in case at any time hereafter any proceedings shall be instituted or prosecuted by either of them against the other in respect of any cause of complaint which may arise hereafter, no misconduct which has, or is alleged to have been committed or permitted before the execution of these presents, nor any act, matter, or thing relating to any such misconduct, shall be pleaded, or alleged, or admitted in evidence.

Trust for investment.

5. The said [*trustees*] and the survivor of them, and the executors, administrators, or assigns of such survivor, or other the trustees or trustee for the time being of these presents (hereinafter collectively referred to as the said trustees or trustee), shall either allow the said sum of £—— Preference Stock, or any part

thereof, to remain in the actual state of investment thereof, or shall at any time or times, with the consent of the said [*husband*] and [*wife*], during their joint lives, and of the survivor of them during his or her life, and after the death of such survivor at the discretion of the said trustees or trustee, to sell the same, or any part thereof, and invest the proceeds of such sale in their or his names or name in any of the securities authorised by the Trustee Act, 1893, the Colonial Stock Act, 1900, or the Metropolis Water Act, 1902, but not in any other investment.

Trusts of settled fund.

6. The said trustees or trustee shall stand possessed of, and interested in, the said sum of £—— or the investments for the time being representing the same, and dividends, interest, and income thereof respectively, upon the trusts following, that is to say: In trust to pay unto the said [*wife*], or allow her to receive the income of such trust fund during her life, but without power of anticipation, as well for the maintenance and support of herself as for the maintenance, clothing, and education of the said [*children*] during their respective minorities: And from and after the death of the said [*wife*], if she shall die in the lifetime of the said [*husband*], then in trust to pay unto the said [*husband*], or allow him to receive the income of the said trust fund during his life; And from and after the death of the survivor of them, the said [*husband*] and [*wife*], shall stand possessed of, and interested in, the capital and future income of the said trust fund, In trust for such one or more of the said [*children*] as, being sons or a son, shall attain the age of twenty-one years, or being daughters, or a daughter, shall attain that age, or marry under that age, and if more than one, in equal shares: But if all the said children shall die before attaining a vested interest in the said trust fund, then the trustees or trustee for the time being shall, from and after the death of the said [*husband*], stand possessed of, and interested in, the capital and future income of the said trust fund [or of so much thereof as shall not have been applied under any of the trusts herein expressed], as to one equal moiety of such capital and income, In trust for the said [*husband*] absolutely; And as to the other equal moiety thereof, upon and for such trusts, interests, and purposes as the said [*wife*] shall by deed, will, or codicil appoint, and in default of, and subject to, any such appointment upon trust for the next of kin of the said [*wife*] as if she had died intestate, and without her ever having

Power of advancement.

been married. PROVIDED ALWAYS, and it is hereby agreed, that the said trustees or trustee may, at any time or times after the death of the said [*husband*] and [*wife*], or in their, his, or her lifetime, with their, his, or her consent in writing, raise any part, or parts, not exceeding in the whole one half of the then vested, contingent, presumptive, or expectant share, or respective shares, of any child or children of the said intended marriage in the said trust fund under the trusts hereinbefore contained, and pay or apply the same in or towards the advancement [including in the term "advancement," the expenses of a college or university education, or of preparation for any profession or employment, or competitive examination], or otherwise, for the benefit of such child, children, or other issue, in such manner as the said trustees or trustee shall think fit.

Wife to have her chattels for her separate use.

7. THE said [*husband*] shall permit and suffer the said [*wife*] to have, possess, and enjoy for her exclusive use and benefit in the same manner in all respects as if she were a *feme sole*, all the articles of wearing apparel and personal use and ornament, and all personal property and effects whatsoever now in her possession.

Surviving husband excluded from wife's property.

8. IF the said [*wife*] shall die in the lifetime of the said [*husband*], all her separate estate and property, real and personal, of which she shall not have disposed in her lifetime or by will, shall, subject to her debts and liabilities, go and belong to the persons or person who would have become entitled thereto if the said [*wife*] had then died intestate and without ever having been married.

Husband to allow wife's will to be proved.

9. IF the said [*wife*] shall die in the lifetime of the said [*husband*], he shall permit her will (if any) to be proved, or administration to her personal estate and effects to be taken out by the persons or person who would have been entitled so to do, if she had then died without ever having been married.

Wife to have custody of children.

10. THE said [*wife*] shall have the sole custody and control of and over all and every of the said [*children*], and of their education and bringing up, until they shall respectively attain the age of —— years, without any interference on the part of the said [*husband*].

Provision as to maintenance of children.

11. THE said [*wife*] hereby accepts the provision made as aforesaid by clause 6 hereof as ample and sufficient for the maintenance and support of herself, and for the maintenance, clothing, and education of the said [*children*] until they shall respectively

attain the age of —— years, and the said [*wife*] shall accordingly provide and pay for the maintenance, clothing, and education of all and every of the said [*children*], until they shall attain that age, out of her own monies, including the income of the said trust fund hereby made payable to her during her life as aforesaid. [But the said [*husband*] shall pay the funeral expenses of any child who shall die while residing or being with or under the control of the said [*wife*].]

Provision as to education, &c. of sons.

12. The said [*male children*] shall, as soon as they shall respectively attain the age of —— years, be placed at the expense of the said [*husband*] at such schools in England, or, with the previous consent in writing of the said [*wife*] [*or, if preferred,* of the trustees or trustee for the time being of these presents], elsewhere, as he shall from time to time think fit; and shall thereafter pass their holidays, or any other interval of time during which they shall not be at any school, at such places and in such manner as the trustees or trustee for the time being of these presents shall from time to time direct, having regard to the reasonable wishes of the said [*husband*] and [*wife*].

Provision as to education, &c. of daughters.

13. The said [*wife*] shall have full liberty, at her own expense, either to place all and every of the said [*female children*], at such schools in England [or elsewhere], as she shall from time to time think fit, or to keep them in her own custody, maintain, and educate them until they shall respectively attain the age of twenty-one, or marry under that age, at such place or places in England [or elsewhere], as she may from time to time reside in: And such of them, the said [*female children*], as shall for the time being be at such school, shall pass their holidays with the said [*wife*], or with such persons or person as she shall from time to time direct.

Covenant for indemnity of husband against wife's debts.

14. The said [*trustees*], their heirs, executors, or administrators, shall and will at all times hereafter effectually keep harmless and indemnified the said [*husband*], his heirs, executors, and administrators, from and against all debts and liabilities which the said [*wife*] shall or may hereafter contract or incur, and from and against all actions, proceedings, accounts, claims, demands, costs, charges, losses, damages, and expenses whatsoever, for or on account of any such debts or liabilities, or for or on account of any act, matter, or thing whatsoever hereafter to be contracted, done or committed by the said [*wife*], under the powers and autho-

rities herein contained or otherwise, or to be occasioned by or with her default, privity, means, or procurement, or on account or by reason of the board, lodging, clothing, maintenance, and education of the said [*children*], or any of them, the costs and expenses whereof it is hereby agreed shall be exclusively paid and borne by the said [*wife*] out of her own monies.

Covenant for further assurance.

15. EACH of them, the said [*husband*] and [*wife*], or their respective heirs, executors, or administrators, shall and will from time to time, and at all times hereafter, execute and do all such assurances and things as the other of them, or his or her executors, administrators, or assigns, or the trustees or trustee for the time being of these presents, shall reasonably require, for the purpose of giving full effect to these presents and the covenants, stipulations and provisions herein contained.

Provision for reconciliation, &c.

Clause as to destruction of settled fund on reconciliation.

16. PROVIDED ALWAYS, that, in case the said [*husband*] and [*wife*] shall at any time hereafter, with their mutual consent, come together, and cohabit with each other [or if their marriage shall be dissolved, or if they shall be judicially separated from each other in respect of anything done or suffered by either party after the execution of these presents], then, and in such case [or then, and in either of such cases], the trustees or trustee for the time being of these presents shall stand possessed of and interested in the said trust fund, and the income thereof, or so much thereof as shall not have been applied or disposed of, under or by virtue of these presents upon trust for the said [*husband*] absolutely, or as he shall direct.

Provision as to appointment of new trustees.

17. THE statutory power of appointing new trustees of these presents in the place of the said [*husband's trustee*], or of any trustee to be appointed in his place shall be vested in the said [*husband*]; and the statutory power of appointing new trustees in the place of the said [*wife's trustee*], or of any the trustee to be appointed in his place shall be vested in said [*wife*].

IN WITNESS, &c.

3. DEED *of* SEPARATION *on* COMPROMISE *of* PROCEEDINGS *for* DIVORCE *brought by the* WIFE, *who* PURCHASES *an* ANNUITY *in the* NAMES *of* TRUSTEES *for* BENEFIT *of the* HUSBAND.

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN [*husband*], of, &c., of the first part, [*wife*], of, &c., of the second part, and [*trustee*], of, &c., and [*trustee*], of, &c., of the third part: WHEREAS, by an agreement in writing, dated the —— day of ——, and made between [*parties*], it was agreed that a petition therein referred to, presented in the Divorce Division of His Majesty's High Court of Justice by the said [*wife*], for the dissolution of her marriage with the said [*husband*], should be dismissed upon the terms and conditions herein mentioned, and it was thereby agreed, amongst other things, that the said [*husband*] and [*wife*] should live separately and apart from each other, and that the said [*wife*] should purchase, in the names of the said [*trustees*], a government annuity of £——, during the life and for the interest of the said [*husband*], so long as he should continue to live separate and apart from the said [*wife*], and that a deed of separation containing all usual clauses (except the clauses usually inserted in such a deed for the husband's indemnity by a trustee from his wife's debts), should be executed by the said parties, and that the costs of the said petition should be paid by the said [*husband*] and [*wife*] in equal shares: AND WHEREAS, in pursuance of the said agreement, the said [*wife*] has purchased in the names of the said [*trustees*], a government annuity for the sum of £——, during the life of, and in trust for, the said [*husband*]: NOW THIS INDENTURE WITNESSETH, that, for effectuating the agreement, and in consideration of the covenant hereinafter contained on the part of the said [*wife*], the said [*husband*] hereby covenants with the said [*wife*], and as a separate covenant with the said [*trustees*], that the said [*wife*] may from time to time, and at all times hereafter, live separate and apart from the said [*husband*], her husband, as if she were sole and unmarried, and that she shall be free from the power, command, restraint, control, and authority of him the said [*husband*], and shall and may live and reside at such place or places, and in such manner as to her shall from time to time seem meet; And that he, the said [*husband*], shall not nor will molest nor disturb

Parties.

Recitals:

of agreement that wife's petition for divorce should be dismissed, and as to terms of separation;

of purchase of annuity for husband.

Testatum.

Covenants by husband:

that wife may live apart from him;

not to molest her.

in any way whatsoever, nor endeavour to molest or disturb the said [*wife*], by any legal proceeding or proceedings, or in any way whatsoever, in her person, or in her manner of living, or in any way endeavour to compel her, the said [*wife*], to cohabit or live with him, the said [*husband*], or to enforce any restitution of conjugal rights, nor shall, or will, without the consent of the said [*wife*], visit her, or knowingly come into any house or place where she shall or may reside, or be, or send, or cause to be sent, any letter or message to her, nor shall, nor will, sue or prosecute any person or persons for receiving, harbouring, lodging, or assisting her, but that she, the said [*wife*], notwithstanding coverture, may in all things live as if she were sole and unmarried, without the restraint of the said [*husband*]: AND THIS INDENTURE FURTHER WITNESSETH, that, in further pursuance of the said agreement, and for the considerations aforesaid, she, the said [*wife*], hereby, for the purpose of binding any property settled to her separate use, covenants with the said [*husband*], his heirs and administrators, that she, the said [*wife*], shall not, nor will at any time hereafter, molest or disturb, or endeavour to molest or disturb, the said [*husband*] in any way whatsoever, or in any way compel, or endeavour to compel, him, the said [*husband*], to cohabit or live with her, the said [*wife*], or to enforce any restitution of conjugal rights, nor shall require, or by any means whatsoever endeavour to compel the said [*husband*] to allow her any alimony or maintenance: PROVIDED ALWAYS, and it is hereby agreed and declared that the said [*trustees*] shall, quarterly, during the life of the said [*husband*], so long as he shall continue to live separate and apart from the said [*wife*], pay to the said [*husband*] the said annuity of £——, by equal half-yearly payments, on the —— day of ——, and the —— day of ——, the first of such payments to be made on the —— day of ——, 19—: PROVIDED ALWAYS, that if the said [*husband*] and [*wife*] shall, with their mutual consent, come together and live as man and wife, or if the said [*husband*] shall commit any breach of the covenant or agreement hereinbefore contained on his part, the provision made for him by the said annuity of £——, shall thereupon absolutely cease and be void, and thereafter the said annuity shall be payable and be held in trust for the said [*wife*], her executors, administrators, and assigns: PROVIDED ALWAYS, and it is hereby agreed and declared that in case the said [*husband*] and [*wife*] shall at

Further *testatum*.

Covenant by wife not to molest husband.

Declaration of trust of annuity.

Cesser of annuity on breach of husband's covenants.

Proviso for reconciliation.

any time hereafter, with their mutual consent, come together and cohabit as man and wife, then, and in such case, and thenceforth the covenants and agreements herein contained shall become null and void, except as hereinbefore provided with regard to the said annuity: PROVIDED LASTLY, that the statutory powers appointing new trustees, or a new trustee of these presents, when and so often as any vacancy shall occur, shall vest in, and be exercisable by the said [*wife*]. Appointment of new trustees.

IN WITNESS, &c.

SMALL HOLDINGS.

1. FORM *of* HIRING SCHEME *by* COUNTY COUNCIL.

RADNORSHIRE COUNTY COUNCIL.

Small Holdings Acts, 1892 and 1907.

Scheme for the Provision by the Radnorshire County Council of Small Holdings at the Cwm Farm, Llanyre, in the County of Radnor.

1. The Cwm Farm contains an acreage of about 280·091 acres, and is situated in the parish of Llanyre, in the county of Radnor, and is within $1\frac{1}{4}$ miles of the railway station at Llandrindod Wells.

The acreage of 280·091 acres includes 9·407 acres of plantations which the owner proposes to retain.

2. The council have taken a lease of the farm for fourteen years from the 25th March, 19—, at an annual rental of 186*l.* 10*s.* (including tithe), with an option to extend the lease for a further term of seven years upon paying an additional rent of 30*l.* per annum.

3. As a consideration for the lease the council also agreed to pay:—

(a) Compensation to the outgoing tenant for unexhausted improvements.

(b) Compensation to Mr. Dyke, who had agreed to take the

farm from the 25th March, 19—, but who agreed to relinquish his claim on payment of compensation.

(c) The cost of repairing the Cwm Farm house and buildings, which is estimated to cost 100*l*.

4. The amount estimated to be spent on the adaptation of the farm for small holdings is as follows:—

	£
(a) Cost of providing an additional house and buildings on the farm	250
(b) Provision of gates and gateposts	42
(c) Provision of fencing	42
	£334

5. It is proposed to divide the farm into fourteen small holdings. The following are particulars of the acreage and rents proposed to be charged for each holding. The council will pay the tithe, but the tenant of each holding is required to pay the rates and taxes in respect of his holding.

Number.	Acreage.	Proposed Rents.
		£ s. d.
Holding No. 1. The Cwm	48·459	65 0 0
,, ,, 2. Upper House	50·989	62 0 0
,, ,, 3	24·278	18 0 0
,, ,, 4	12·042	10 10 0
,, ,, 5	22·226	17 10 0
,, ,, 6	7·560	10 10 0
,, ,, 7	7·804	12 0 0
,, ,, 8	11·480	15 15 0
,, ,, 9	13·551	13 0 0
,, ,, 10	24·583	17 10 0
,, ,, 11	24·462	18 0 0
,, ,, 12 } ,, ,, 13 }	12·677	8 0 0
,, ,, 14	8·086	10 10 0

6. The area of holding No. 2 cannot be let under the provisions of the Acts relating to the size of small holdings.

7. The holdings consist principally of pasture land, and the land is very suitable for sheep, cattle and poultry rearing.

8. The arable land on the farm is about twenty-six acres.

9. The county council reserve power to vary, with the sanction

of the Board of Agriculture and Fisheries, the above scheme and conditions, if at any time it should appear desirable to do so.

Approved by the Board of Agriculture and Fisheries this Twenty-third day of May, Nineteen hundred and eight.

(Signed) M. T. BAINES,
Commissioner.

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2. FORM *of* PURCHASE *and* HIRING SCHEME *by* COUNTY COUNCIL.

—— COUNTY COUNCIL.

Small Holdings and Allotments Act, 1908.

Scheme for the provision by the —— County Council of Small Holdings at ——, in the County of ——.

The council propose to purchase ——, which has an area of ——, and is situated ——, for the sum of ——.

The council propose to take on lease for —— years from —— next, with option of renewal, ——, comprising ——, situated ——, at an annual rental of ——.

[*The adaptation and division of the land for small holdings will be regulated by a subsequent scheme.*]

It is [not] proposed to spend [anything] on equipment or adaptation.

It is proposed to divide the land into —— holdings, to be let as follows:—

	Acreage. A. R. P.	Minimum Rent. £ *s.* *d.*
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

The council propose to redeem the land tax.

The tenant of each holding will be required to pay the rates

in respect of his holding, and also his proportion of the tenant right valuation (if any) on entry.

The scheme will be carried into effect [at once] as soon after the completion of the purchase as may be reasonably practicable.

The council reserve power to vary, with the sanction of the Board of Agriculture and Fisheries, the above scheme, if at any time it should appear desirable to do so.

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3. FORM *of* SCHEME *dealing with* LAND PURCHASED COMPULSORILY.

—— COUNTY COUNCIL.

Small Holdings and Allotments Act, 1908.

Scheme for the provision by the —— County Council of Small Holdings at ——, in the County of ——.

1. The council propose to proceed as soon as may be to take all necessary steps, under the compulsory order confirmed by the Board of Agriculture and Fisheries, on the ——, for the compulsory purchase of the following lands, viz.:

2. Any agreement between the council and any person interested as to the purchase-money or compensation to be paid shall be subject to the approval of the Board of Agriculture and Fisheries.

3. If the council, without the consent of the said Board, shall, under the power in that behalf contained in sect. 39 of the Small Holdings and Allotments Act, 1908, withdraw a notice to treat as regards any of the said lands, this scheme shall thereupon cease to apply to that land.

4. The adaptation and division of the land for small holdings will be regulated by a subsequent scheme.

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4. FORM *of* NOTICE *of* DRAFT SCHEME.

Small Holdings and Allotments Act, 1908.

NOTICE IS HEREBY GIVEN that a draft scheme has been prepared by the —— County Council for the acquisition of (*a*) —— for small holdings. Information as to the contents of the draft scheme can be obtained from the clerk of the council. Any objection to the draft scheme is to be sent in writing to the Board of Agriculture and Fisheries within one week from the date of the publication of this notice.

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5. MODEL RULES *as to* SMALL HOLDINGS *for* ADOPTION *by* COUNTY COUNCILS *and* COUNCILS *of* COUNTY BOROUGHS *issued by the* BOARD *of* AGRICULTURE *and* FISHERIES, *with* FORMS *of* APPLICATION *and* AGREEMENTS *for* LETTING *and* SALE.

Small Holdings Acts, 1892 and 1907.

Rules made by the (*b*) —— *with respect to Small Holdings provided by the Council under the Small Holdings Acts,* 1892 *and* 1907.

INTERPRETATION OF TERMS.

1. Throughout these regulations the expression "the council" means the said council, and includes any committee or sub-committee of the council appointed under the Small Holdings Acts, 1892 and 1907; the expression "the Act of 1892" means the Small Holdings Act, 1892; the expression "the Act of 1907" means the Small Holdings and Allotments Act, 1907; and the expression "the said Acts" means the Small Holdings Acts, 1892 and 1907.

REGISTER OF HOLDINGS.

2. In addition to the list and map or plan required to be kept by them, under sect. 8 of the Act of 1892 (*c*), of holdings sold or

(*a*) Insert locality and description of land.

(*b*) Insert "county council of ——," or "mayor, aldermen and burgesses of the borough of ——, acting by the council."

(*c*) Sect. 14 of Act of 1908.

let, the council shall keep a list of the small holdings intended to be sold or let by them, and a map or plan showing the size, boundaries and situation of each such holding. Every holding in either list shall be distinguished by a separate number. The lists, maps, or plans required to be kept, under sect. 8 of the Act of 1892 (*c*), and these rules, shall be deposited at the office of the clerk to the council, or at some other convenient place appointed by the council, and shall be open at all reasonable times to the inspection of any person desiring to acquire a small holding from the council.

NOTIFICATION OF THE OFFICER TO RECEIVE APPLICATIONS.

3. The council shall from time to time, as they may consider necessary, give notice, by advertisement in one or more local newspapers, or by bills or placards, or otherwise, of the officer[s] to whom persons desiring to acquire small holdings from the council shall apply.

PERSONS ELIGIBLE TO BECOME PURCHASERS OR TENANTS.

4. The persons eligible to be purchasers or tenants of small holdings shall include every person who has informed the council of his or her desire to acquire a small holding, and has satisfied the council of his or her ability to cultivate properly a small holding of the size and character desired. Provided that no person shall be eligible to be a purchaser or tenant of a small holding which, with any holding already acquired or held by such person under the said Acts, or otherwise, would make up an area exceeding fifty acres, unless, at the date of sale or letting, the total annual value of the holdings for the purposes of income tax would not exceed £50.

A quitting tenant of land shall not for the purposes of this rule be treated as holding the land.

No person under the age of twenty-one years shall be eligible to be a purchaser or tenant [unless the performance of his contract or agreement is secured to the satisfaction of the council].

(*c*) Sect. 14 of Act of 1908.

NOTICES TO BE GIVEN FOR THE SALE OR LETTING OF HOLDINGS.

5. The council shall give public notice to persons eligible to be purchasers or tenants of a small holding, by advertisement inserted in one or more local newspapers, or by bills or placards posted in some conspicuous places in the parish in which the small holding is situate, or otherwise, setting forth the particulars as to any small holding which they propose to sell or let.

Such notice shall specify the holding to be sold or let, and the size thereof, the price or rent to be paid for the same, the name and address of the clerk to the council, or other person appointed by the council, to whom applications for the purchase or hiring of the holding, or for forms of application, are to be sent, and the last day for receiving an application for the holding.

If any special condition is to apply to the letting of a holding, the notice shall specify such condition, or state where copies of the form of agreement for letting of such holding may be seen.

If the tenant is to pay for tenant-right or compensation for improvements, this fact and the amount to be paid, if then ascertained, shall be stated in the notice.

RENTS TO BE CHARGED FOR HOLDINGS.

6. The rents at which small holdings are offered to be let shall be fixed at such reasonable amount as will, in the opinion of the council, guard them against loss, and recoup to the council all expenses incurred by them in relation to the land, whether for purchase-money, expenditure, or adaptation of the land, or otherwise.

RULES AS TO THE SALE OR LETTING OF HOLDINGS, AND FOR PREVENTING ANY UNDUE PREFERENCE IN THE SALE OR LETTING THEREOF.

7. The council shall not sell or let any holding unless and until notice that they propose to sell or let the same has been duly given, in pursuance of the rule in that behalf, at least [two] weeks before the last day for receiving an application for the holding.

Every application for a holding shall be in the form in the appendix to these rules, and shall be sent or delivered to the

clerk to the council or other person appointed by the council for that purpose.

In selling or letting a holding for which there are two or more applicants who, under these rules, are eligible to become purchasers or tenants, preference shall be given to applicants who have for —— months or more been resident in the (*d*) ——, and preference shall also be given to an applicant who does not already hold any agricultural land exceeding five acres, either from the council or otherwise, over an applicant who does hold such land, but subject to these preferences the purchaser or tenant shall be determined by the drawing of lots by the council. A quitting tenant of land shall not for the purposes of this rule be treated as holding that land.

Agreements for Letting Holdings.

8. When the council have decided to let a holding to an applicant, an agreement shall be signed by the clerk to the council on behalf of the council, and by the applicant. The agreement shall be in the form in the appendix to these rules, or to the like effect, unless the council and the applicant agree to vary the form.

Conditions under which all Holdings are to be held by Tenants.

9. Every agreement for letting a holding shall contain the following conditions, unless the same are inapplicable to the holding:—

(1) The tenant shall keep the holding free from weeds, and well manured, and otherwise maintain it in a proper state of cultivation.

(2) The tenant shall himself cultivate the holding, and shall not use it for any purpose other than agriculture, horticulture, the keeping and breeding of live stock, poultry, or bees, the growth of fruit, vegetables, or the like, or other purpose of husbandry.

(3) The tenant shall keep every hedge that forms part of the holding properly cut and trimmed, keep all drains and

(*d*) Insert "county" or "borough."

watercourses thereon cleared and open, and maintain and keep in repair, and, where necessary, tar or paint, any other fences and any gates on the holding.

(4) The tenant shall not, without the written consent of the council, underlet, assign, or part with the possession of the holding or any part of it.

(5) The tenant shall not, without the written consent of the council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand, or clay.

(6) The tenant shall not, without the written consent of the council, erect more than one dwelling-house on the holding, and any dwelling-house erected by the tenant shall comply with such requirements as the council may impose for securing healthiness and freedom from overcrowding. [*This will be omitted if a special condition prohibiting erection of a dwelling-house is inserted.*]

(7) The tenant shall not use, or permit to be used, any dwelling-house or building on the holding for the sale of intoxicating liquors.

(8) The tenant shall not, without the written consent of the council, break up any pasture.

(9) The tenant shall, as regards the holding, observe and perform all conditions and covenants contained in the lease under which the council hold the land.

Agreements for Selling Holdings.

10. When the council have decided to sell a holding to an applicant, an agreement shall be signed by the clerk to the council on behalf of the council, and by the applicant. The agreement shall be in the form in the appendix to these rules, or to the like effect, unless the council and the applicant agree to vary the form.

Exemption of certain Sales and Lettings from these Rules.

11. The foregoing rules shall not apply to any land let to an association, or to any holding sold or let before the date of the confirmation of these rules, or to any holding which the council, under special circumstances to be recorded in their minutes, may decide to sell or let otherwise than in accordance with these rules.

Redemption of Purchase-money charged on a Holding.

12. The amount for the time being unpaid in respect of the purchase-money of a small holding may be discharged, and any terminable annuity in respect of purchase-money may be redeemed, at any time on payment to the council of the balance which shall be found due after debiting the owner of the holding with the capital amount of the unpaid purchase-money and the interest accrued thereon, and crediting him with any payments made by him on account of the purchase-money, annuity, or interest, with half-yearly rests. This provision does not apply to any part of the purchase-money secured by a perpetual rent-charge.

APPENDIX.

Form of Application for Purchase or Hiring.

To the clerk to the (*e*) ——.

I the undersigned hereby make application for the purchase [*or* a tenancy] of one [*or* No. ——] of the holdings provided by the council at ——.

1. Name ——.
2. Residence ——.
3. Age ——.
4. Occupation ——.
5. How long resident in the (*f*) ——.
6. Whether holding any agricultural land exceeding five acres, and if so—
   (a) From whom ——.
   (b) Extent of land so held ——.
   (c) Whether he is quitting the land, and if so, when.
7. What proportion of the purchase-money will the applicant pay on completion? (*g*).
8. How is it proposed to pay the residue of the purchase-money? (*g*).

In the event of my application being granted, I agree when required by the council to sign an agreement for the purchase [*or* letting] in the form prescribed by the rules, and to pay the stamp

(*e*) Insert "county council of ——," or "town council of the borough of ——."

(*f*) Insert "county" or "borough."

(*g*) Strike out these questions if the application is for a tenancy.

duty on such agreement (*h*), and to pay for tenant-right and compensation for improvements the sum stated in the notice of letting [*or* such sum as shall be found due to the outgoing tenant for such matters].

Signature ——.

Date ——.

[*On back of the application print sub-sects.* (3), (4), (5), *and* (6) *of sect.* 6 *of the Act of* 1892 (*i*).]

Form of Agreement for Letting.

Agreement made this —— day of ——, 19—, between the (*k*) —— (hereinafter called the council) of the one part, and —— of —— (hereinafter called the tenant) of the other part, whereby the said council agree to let, and the said tenant agrees to hire as a yearly tenant from the —— day of ——, 19—, the holding[s] numbered —— in the register of small holdings kept by the council and containing —— or thereabouts, at the yearly rent of —— payable half-yearly, and at a proportionate rent for any part of a year over which the tenancy may extend.

The tenancy is subject to the provisions endorsed on this agreement and to the following conditions:—

(a) The rent shall be paid on the —— day of —— and the —— day of —— in each year clear of all deductions (except land tax and landlords' property tax).

(b) The tenant shall keep the holding free from weeds, and well manured, and otherwise maintain it in a proper state of cultivation.

(c) The tenant shall himself cultivate the holding and shall not use it for any purpose other than agriculture, horticulture, the keeping or breeding of live stock, poultry or bees, the growth of fruit, vegetables or the like, or other purpose of husbandry.

(d) The tenant shall keep every hedge that forms part of the holding properly cut and trimmed, keep all drains and watercourses thereon cleared and open, and maintain and keep in repair and where necessary tar or paint any other fences and any gates on the holding.

(*h*) Strike out the rest of the paragraph if the application is for purchase.

(*i*) Sub-sects. (3), (4), (5) and (6) of sect. 11 of Act of 1908.

(*k*) Insert "county council of ——," or "town council of the borough of ——."

(e) The tenant shall not without the written consent of the council underlet, assign, or part with the possession of the holding or any part of it.

(f) The tenant shall not without the written consent of the council cut or prune any timber or other trees, or take, sell or carry away any mineral, gravel, sand or clay.

(g) The tenant shall not without the written consent of the council erect more than one dwelling-house on the holding, and any dwelling-house erected by the tenant shall comply with such requirements as the council may impose for securing healthiness and freedom from overcrowding. (*This will be omitted if a special condition prohibiting erection of a dwelling-house is inserted.*)

(h) The tenant shall not use or permit to be used any dwelling-house or building on the holding for the sale of intoxicating liquors.

(i) The tenant shall not without the written consent of the council break up any pasture.

(j) The tenant shall, as regards the holding, observe and perform all conditions and covenants contained in the lease under which the council hold the land.

(k) Any member or officer of the council shall be entitled at any time to enter and inspect the holding.

(l) The tenancy may be determined by the council at the expiration of any year of the tenancy by [twelve calendar months] previous notice in writing—

(1) in the event of the death of the tenant; or

(2) if the council are of opinion that the tenant is unable to cultivate the holding properly; or

(3) if any condition or term of the letting is broken and the tenant does not remedy the breach (if capable of remedy) after an opportunity of doing so has been given him by the council; or

(4) if the council desire to resume possession of the holding, but in that case the tenant shall be entitled to compensation under and in accordance with the provisions of section eleven of the Agricultural Holdings Act, 1908.

(m) The council may without previous notice determine the tenancy forthwith by notice in writing—

(1) if the rent is in arrear for not less than 40 days; or

(2) if the tenant becomes bankrupt or compounds with his creditors;

and in either of such cases the tenant shall be liable to pay rent *pro ratâ* to the time of quitting under the notice.

(n) The tenancy may also be determined by the tenant at the expiration of any year of the tenancy by [twelve] calendar months' previous notice in writing.

The expression "tenant" shall include his executors, administrators and assigns.

Signed ——,

Witness ——. Clerk to the ——.

Signed ——,

Witness ——. Tenant ——.

[*Any covenants by the council as to repairs or otherwise and any special conditions affecting the holding shall be endorsed on the agreement*] (*l*).

Form of Agreement for Sale.

Agreement made this —— day of ——, 19—, between the (*m*) —— (hereinafter called the council) of the one part, and —— of —— (hereinafter called the purchaser) of the other part.

1. The council hereby agree to sell and the purchaser hereby agrees to purchase at the price of £—— the holding numbered —— in the register of small holdings kept by the council, of which holding the council are registered as the proprietors with [*here state title*], subject to the conditions contained in section nine of the Small Holdings Act, 1892.

2. The purchase shall be completed on the —— day of ——, 19— [*the date shall be such day as the council determine, being not less than one month after the applicant is informed that the council have decided to sell to him*], at the office of ——; and if from any cause whatever the purchase shall not be completed on the day above-named, the purchaser shall pay interest on his purchase-money at the rate of £5 per cent. per annum from that day until actual completion. Any outgoings, current rents and profits shall be apportioned to the above-named date for completion, the purchaser paying to the council on completion the estimated amount of the proportion due to the council.

3. The holding is sold subject to the liabilities, rights, and interests specified in the schedule to this agreement, and also to all other

(*l*) See *post*, p. 1365, for clauses to be added to protect the council in the case of land intended to be cultivated as a market garden.

(*m*) Insert "county council of ——," or "town council of the borough of ——."

rights of way, water and drainage, easements, quit rents, land tax, tithe, or tithe commutation rent-charge (if any) affecting the holding, and to all rights (if any) of adjacent owners, and to all charges and liabilities (if any) of a local nature affecting the holding.

4. If any error, mis-statement or omission in the particulars of the holding, or in the measurements or boundaries thereof, be discovered, the same shall not annul the sale, nor shall any compensation be allowed in respect thereof. The identity of the holding shall be assumed without any evidence beyond that afforded by a comparison of the description in the register of small holdings kept by the council, and the land certificate.

5. The purchaser will, under section nineteen of the Land Transfer Act, 1897, be registered as proprietor with an absolute title, and shall not be entitled to any evidence that the holding is not subject to any liability, right or interest mentioned in the eighteenth section of the Land Transfer Act, 1875, which is not specified in the schedule to this agreement, except a statutory declaration to that effect made by the clerk to the council. The council shall not be bound to furnish any abstract of title, or to produce any deeds or any evidence of title, except as hereby expressly provided.

6. On payment of [*the part of the purchase-money agreed to be paid by the applicant on completion*] the purchaser shall be entitled, free of charge by the council, to a land certificate issued in pursuance of the Land Transfer Rules relating to provisionally registered transfers, or, at the option of the council, to a transfer of the holding in the prescribed form ready for registration, and prepared by and at the expense of the council, and also to the land certificate [*or if the sale is of a part only of the land comprised in the title,* the land certificate having been deposited by the council with the Land Registry for the registration of the purchaser]. The fee payable on such registration shall be paid by the council. The purchaser shall at the same time execute a charge in the prescribed form to be prepared by and at the expense of the council in respect of any perpetual rent-charge, charge repayable by half-yearly instalments, or terminable annuity, to secure a part or the residue of the purchase-money for the small holding.

7. The purchaser shall at the request of the council sign any application to the Land Registry which is necessary for the purpose of carrying out the sale.

8. If the purchaser shall fail to comply with any of the terms of this agreement the council may by notice rescind the agreement.

SCHEDULE.

[*Here insert particulars of any liabilities, rights and interests referred to in sect.* 18 *of the Land Transfer Act,* 1875, *which are known to the Council.*]

NOTE.—The following clauses may be added to the agreement for letting where it is desired, in the case of land likely to be cultivated as a market garden, to protect the council from undue liability:—

(1.) This holding is not let as a market garden, but if the tenant executes any of the following improvements, viz.:—

(a) Planting of standard or other fruit trees permanently set out;
(b) Planting of fruit bushes permanently set out;
(c) Planting of strawberry plants;
(d) Planting of asparagus, rhubarb, and other vegetable crops which continue productive for two or more years;

he shall on the determination of the tenancy be entitled to receive from the council such sum as fairly represents the increase (if any) in value of the holding to the council due to those improvements, having regard particularly to the then unexpired term of their lease, which terminates at ——, 19—.

(2.) The tenant may, in lieu of claiming compensation for any fruit or other trees or bushes planted or acquired by him, remove the same before the determination of the tenancy, levelling the surface of the land and restoring the same to a proper state and condition and making good any damage caused by the removal.

(3.) For the purpose of protecting the council from any claim for compensation for the above-mentioned improvements, other than such as they hereby expressly agree to pay, such improvements are to be treated as prohibited for the purpose of sect. 47 of the Small Holdings and Allotments Act, 1908.

6. MODEL Regulations *for* Parish Councils *as to* Allotments, *issued by the* Board *of* Agriculture *and* Fisheries, *with* Forms *of* Application *and* Agreement *for* Letting.

Allotments Acts, 1887 to 1907.

Regulations made by the Parish Council of —— with respect to Allotments for the Parish of ——.

Interpretation of Terms.

1. Throughout these regulations the expression "the council" means the parish council of ——, and includes any committee of the council, and the expression "the parish" means the parish of ——.

Definition of the Persons eligible to be Tenants of the Allotments.

2. Any man or woman who at the time of application to the council for an allotment has been resident in the parish for not less than —— months, and belongs to the labouring population, shall be eligible to become a tenant of an allotment, subject to the statutory provision that one person shall not hold allotments acquired under the above-mentioned Acts exceeding five acres.

Division of the Land into Allotments.

3. The council, before giving notice of their intention to let any land for allotments shall divide the land, and shall cause a plan to be prepared showing each allotment, and distinguishing it by a separate number. They shall enter each allotment under its number in the register required to be kept under sect. 15 of the Allotments Act, 1887 (*n*).

Notices to be given for the Letting of the Allotments.

4. The council shall give public notice by bills or placards, posted in some conspicuous places in the parish, or otherwise

(*n*) Sect. 31 of Small Holdings and Allotments Act, 1908.

exhibited therein, setting forth the particulars as to any allotments which they propose to let.

Such notice shall specify the allotments to be let, and the size thereof, the rent to be paid for the same, the name and address of the clerk to the council to whom applications for the hiring of an allotment, or for forms of application, are to be sent, and the last day for receiving an application for an allotment.

If any special condition is to apply to the allotments, or any of them, the notice shall specify such condition, or state where copies of the form of agreement for letting for such allotments may be seen.

If the tenant is to pay for tenant-right or compensation for improvements, this fact and the amount, if then ascertained, shall be stated in the notice.

Regulations as to the Letting of the Allotments, and for preventing any undue preference in the Letting thereof.

5. The council shall not let any allotment unless and until notice that they propose to let the same has been duly given in pursuance of the regulation in that behalf at least [*two*] weeks before the last day for receiving an application for such allotment.

Every application for an allotment shall be in the form appended to these regulations, and shall be sent or delivered to the clerk to the council.

In letting an allotment for which there are two or more applicants eligible to become tenants and likely to keep the allotment in a proper state of cultivation, preference shall be given to an applicant who does not hold an allotment or agricultural land (other than a garden of twenty poles or less attached to his residence), either from the council, or otherwise, over an applicant who does hold such land, but, subject to such preference, the tenant shall be determined by the drawing of lots by the council. A quitting tenant of land shall, for the purposes of this regulation, be treated as not holding that land.

Agreements for Letting Allotments.

6. When the council have decided to let an allotment to an applicant, an agreement shall be signed by the clerk to the council on behalf of the council, and by the applicant. The agreement

shall be in the form appended to these regulations, or to the like effect, unless the council and the applicant agree to vary the form.

General Conditions under which the Allotments are to be Cultivated.

7. The tenant of an allotment shall comply with the following conditions:—

(1) He shall keep the allotment free from weeds, and well manured, and otherwise maintain it in a proper state of cultivation.

(2) He shall not cause any nuisance or annoyance to the occupier of any other allotment, or obstruct any path set out by the council for the use of the occupiers of the allotments.

(3) He shall not underlet, assign, or part with the possession of the allotment, or any part of it.

(4) He shall not, without the written consent of the council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand, or clay.

Special Conditions applicable only when Notice of their Application to particular Allotments has been given in accordance with these Regulations.

8. The tenant of an allotment shall comply with any of the following conditions, of which notice of their application to the allotment has been given, in accordance with these regulations.

(1) He shall keep every hedge that forms part of the allotment properly cut and trimmed, keep all ditches properly cleansed, and shall maintain and keep in repair any other fences and any gates on the allotment.

(2) He shall not, without the written consent of the council, erect on the allotment any building except [*here insert toolhouse, greenhouse, fowlhouse, pigsty, or such other building as, in the opinion of the council, should be permitted to be erected by the tenant*].

(3) He shall not, without the written consent of the council, plant in the allotment any fruit trees or bushes, strawberry plants, asparagus, rhubarb, or other market garden

crops which continue productive for two or more years. [*This regulation shall only be applied where the land has been hired by the council* (*o*).]

(4) He shall not, without the written consent of the council, break up any pasture.

(5) He shall not use barbed wire for a fence adjoining any path set out by the council for the use of occupiers of the allotments.

(6) He shall, as regards the allotment, observe and perform all conditions and covenants contained in the lease under which the council hold the land.

(7) He shall observe and perform any other special condition which the council consider necessary to preserve the allotment from deterioration, and of which notice to applicants for the allotment is given in accordance with these regulations.

NOTICE OF DETERMINATION OF A TENANCY TO BE GIVEN TO TENANTS OF ALLOTMENTS.

9. The council shall give to the tenant of any allotment not less than —— months' notice of the determination of his tenancy, such notice to take effect on [*the 25th day of March or the 29th day of September*]; provided always that this regulation shall not apply in the case of the determination of a tenancy in pursuance of sect. 8 of the Allotments Act, 1887 (*p*).

EXAMINATION OF THE REGISTER OF ALLOTMENTS BY RATEPAYERS.

10. The register required to be kept under sect. 15 of the Allotments Act, 1887 (*q*), showing the particulars of the tenancy, acreage, and rent of every allotment let, and of the unlet allotments, shall be deposited at ——, and shall be open at all reasonable hours to the examination of any ratepayer in the parish.

(*o*) See note on this rule, *post*, p. 1372.
(*p*) Sect. 30 of Act of 1908.
(*q*) Sect. 31 of Act of 1908.

EXEMPTION OF CERTAIN LETTINGS FROM THESE REGULATIONS.

11. These regulations shall not apply to any land let to an association, or to any allotment let before the date of the confirmation of these regulations, or to any allotment which the council, under special circumstances to be recorded in their minutes, may exempt from these regulations.

Form of Application for Allotments.

To the clerk to the parish council of ——.

I the undersigned hereby make application for one [*or* No. ——] of the allotments provided by the council at ——.

1. Name ——.
2. Residence ——.
3. Age ——.
4. Occupation ——.
5. How long resident in the parish ——.
6. Whether holding any allotment, or agricultural land (other than a garden of twenty poles or less attached to my residence), and if so—
   (a) From whom ——.
   (b) Extent of land so held ——.
   (c) Whether quitting the land, and if so why ——.

In the event of my application being granted, I agree when required by the council to sign an agreement for letting in the form prescribed by the regulations, and to pay the stamp duty on such agreement, and to pay for tenant right and compensation for improvements the sum stated in the notice of letting [*or* such sum as shall be found due to the outgoing tenant for such matters].

Signature ——.

Date ——.

Form of Agreement for Letting.

Agreement made this —— day of ——, 19—, between the parish council of —— (hereinafter called the council) of the one part, and —— of —— (hereinafter called the tenant) of the other part, whereby the said council agree to let, and the said tenant agrees to hire as a yearly tenant from the —— day of ——, 19—, the allotment[s] numbered —— in the register of allotments provided by the council and containing —— or thereabouts [(*r*) subject to the exceptions and

(*r*) Omit words in brackets if inapplicable.

reservations contained in the lease under which the council hold the land], at the yearly rent of —— payable *half-yearly* and at a proportionate rent for any part of a year over which the tenancy may extend.

The tenancy is subject to the regulations endorsed on this agreement and to the following conditions:—

(a) The rent shall be paid (*s*) on the —— day of ——, the —— day of —— [the —— day of ——, and the —— day of ——] in each year.

(b) The tenant shall keep the allotment free from weeds, and well manured, and otherwise maintain it in a proper state of cultivation.

(c) The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment, or obstruct any path set out by the council for the use of the occupiers of the allotments.

(d) The tenant shall not underlet, assign, or part with the possession of the allotment or any part of it.

(e) The tenant shall not without the written consent of the council cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand, or clay.

(f) Any member or officer of the council shall be entitled at any time when directed by the council to enter and inspect the allotment.

(g) The tenancy shall determine on the 25th day of March or the 29th day of September next after the death of the tenant. It may also be determined under section 8 of the Allotments Act, 1887 (*t*), on one month's notice:—

(1) If the rent is in arrear for not less than forty days; or

(2) If it appears to the council that the tenant not less than three months after the commencement of the tenancy has not duly observed the conditions contained in or endorsed on this agreement, or is resident more than one mile out of the parish.

The tenancy may also be determined by the council or tenant by

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(*s*) The rent may, to the extent of one quarter, be made payable in advance.

(*t*) Sect. 30 of Act of 1908.

—— months' notice in writing expiring on (*the 25th day of March, or the 29th day of September*).

Signed

—— Clerk to Parish Council.

Witness ——.

Signed

Witness ——. —— Tenant.

[*Any special conditions affecting the allotment are to be endorsed on the agreement.*]

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7. NOTE *of* BOARD *of* AGRICULTURE *and* FISHERIES *on Rule* 8, *Paragraph* (3), *of* MODEL RULES *as to* ALLOTMENTS.

(3) He shall not, without the written consent of the council, plant in the allotment any fruit trees or bushes, strawberry plants, asparagus, rhubarb, or other market garden crops which continue productive for two or more years. [*This regulation shall only be applied where the land has been hired by the council.*]

The question has been raised as to whether the general adoption of this provision is consistent with sect. 47 of the Small Holdings and Allotments Act, 1908.

Where the use of the land for market-gardening is reasonable, the Board think no obstacle should be thrown in the way of such use, provided that terms as to compensation are arranged which are equitable as between tenant and council, having regard to all the circumstances of the case, and in particular to the extent of the council's interest in the land.

The Board are prepared, subject to the consideration of any objection that may be made before confirmation of the rules, to allow either of the provisions explained below.

In the form of agreement there may be inserted the following clause: —

For the purpose of protecting the council from claims for compensation for planting [(*u*) fruit trees or bushes, strawberry plants, asparagus, rhubarb, or other vegetable crops which continue productive for two or more years], the council hereby pro-

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(*u*) Note to be printed at foot of clause or rule: "Any one or more of these improvements may be omitted as regards a particular tenancy."

hibit such improvements in the allotment, subject to the appeal provided by sect. 47 of the Small Holdings and Allotments Act, 1908.

The following additional rule might be adopted:—

PROVISION AS TO MARKET GARDEN IMPROVEMENTS.

Rule —. Except where it is otherwise expressly agreed, an allotment shall be held subject to the following conditions, which shall be endorsed on the agreement for letting any allotment to which it applies:—

(1) The allotment shall not be let or treated as a market garden, but if the tenant executes any of the following improvements (*u*), viz.:—

(a) planting of standard or other fruit trees permanently set out;

(b) planting of fruit bushes permanently set out;

(c) planting of strawberry plants;

(d) planting of asparagus, rhubarb, and other vegetable crops which continue productive for two or more years;

he shall, on the determination of the tenancy, be entitled to receive from the council such sum as fairly represents the increase (if any) in value of the allotment to the council due to these improvements, having regard particularly to the then unexpired term of the lease (if any) under which the land is held by the council.

(2) The tenant may, in lieu of claiming compensation for any fruit or other trees or bushes planted or acquired by him, remove the same before the determination of the tenancy, levelling the surface of the land, and restoring the same to a proper state and condition, and making good any damage caused by the removal.

(3) For the purpose of protecting the council from claims for compensation for the above-mentioned improvements, other than such compensation as is provided by this rule, such improvements are to be treated as prohibited

(*u*) Note to be printed at foot of clause or rule: "Any one or more of these improvements may be omitted as regards a particular tenancy."

for the purpose of sect. 47 of the Small Holdings and Allotments Act, 1908.

20th February, 1909.

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8. MODEL REGULATIONS *for the* COUNCILS *of* BOROUGHS *and* URBAN DISTRICTS *as to* ALLOTMENTS *issued by the* BOARD *of* AGRICULTURE *and* FISHERIES.

Allotments Acts, 1887 to 1907.

Regulations made by the (*x*) —— *with respect to allotments for the* (*y*) ——.

INTERPRETATION OF TERMS.

1. Throughout these regulations the expression "the council" means the (*x*) ——, and includes any allotment managers appointed by the council under the Allotments Acts, 1887 to 1907.

DEFINITION OF THE PERSONS ELIGIBLE TO BE TENANTS OF THE ALLOTMENTS.

2. Any man or woman who, at the time of application to the council for an allotment, has been resident in the (*z*) —— for not less than —— months, and belongs to the labouring population, shall be eligible to become a tenant of an allotment, subject to the statutory provision that one person shall not hold allotments acquired under the above-mentioned Acts exceeding five acres.

DIVISION OF THE LAND INTO ALLOTMENTS.

3. The council, before giving notice of their intention to let any land for allotments, shall divide the land, and shall cause a plan to be prepared showing each allotment, and distinguishing it by a separate number. They shall enter each allotment under

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(*x*) Insert "mayor, aldermen and burgesses of the borough of ——, acting by the council," or "urban district council of ——."

(*y*) Insert "said borough," or "said urban district."

(*z*) Insert "borough," or "district."

its number in the register required to be kept under sect. 15 of the Allotments Act, 1887 (*a*).

NOTICES TO BE GIVEN FOR THE LETTING OF THE ALLOTMENTS.

4. The council shall give public notice by bills or placards, posted in some conspicuous places in the (*b*) ——, or otherwise exhibited therein, setting forth the particulars as to any allotments which they propose to let.

Such notice shall specify the allotments to be let, and the size thereof, the rent to be paid for the same, the name and address of the clerk to the council, to whom applications for the hiring of an allotment, or for forms of application, are to be sent, and the last day for receiving an application for an allotment.

If any special condition is to apply to the allotments, or any of them, the notice shall specify such condition, or state where copies of the form of agreement for letting for such allotments may be seen.

If the tenant is to pay for tenant-right or compensation for improvements, this fact and the amount, if then ascertained, shall be stated in the notice.

REGULATIONS AS TO THE LETTING OF THE ALLOTMENTS, AND FOR PREVENTING ANY UNDUE PREFERENCE IN THE LETTING THEREOF.

5. The council shall not let any allotment unless and until notice that they propose to let the same has been duly given, in pursuance of the regulation in that behalf, at least [*two*] weeks before the last day for receiving an application for such allotment.

Every application for an allotment shall be in the form appended to these regulations, and shall be sent or delivered to the clerk to the council.

In letting an allotment for which there are two or more applicants eligible to become tenants, and likely to keep the allotment in a proper state of cultivation, preference shall be given to an applicant who does not hold an allotment or agricultural land (other than a garden of twenty poles or less attached to his residence), either from the council or otherwise, over an applicant

(*a*) Sect. 31 of Act of 1908.
(*b*) Insert "borough," or "district."

who does hold such land, but, subject to such preference, the tenant shall be determined by the drawing of lots by the council. A quitting tenant of land shall, for the purposes of this regulation, be treated as not holding that land.

AGREEMENTS FOR LETTING ALLOTMENTS.

6. When the council have decided to let an allotment to an applicant, an agreement shall be signed by the clerk to the council on behalf of the council, and by the applicant. The agreement shall be in the form appended to these regulations, or to the like effect, unless the council and the applicant agree to vary the form.

GENERAL CONDITIONS UNDER WHICH THE ALLOTMENTS ARE TO BE CULTIVATED.

7. The tenant of an allotment shall comply with the following conditions:—

(1) He shall keep the allotment free from weeds, and well manured, and otherwise maintain it in a proper state of cultivation.

(2) He shall not cause any nuisance or annoyance to the occupier of any other allotment, or obstruct any path set out by the council for the use of the occupiers of the allotments.

(3) He shall not underlet, assign, or part with the possession of the allotment, or any part of it.

(4) He shall not, without the written consent of the council, cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand, or clay.

SPECIAL CONDITIONS APPLICABLE ONLY WHEN NOTICE OF THEIR APPLICATION TO PARTICULAR ALLOTMENTS HAS BEEN GIVEN IN ACCORDANCE WITH THESE REGULATIONS.

8. The tenant of an allotment shall comply with any of the following conditions, of which notice of their application to the allotment has been given, in accordance with these regulations:—

(1) He shall keep every hedge that forms part of the allotment properly cut and trimmed, keep all ditches properly

cleansed, and shall maintain and keep in repair any other fences and any gates on the allotment.

(2) He shall not, without the written consent of the council, erect on the allotment any building except [*here insert toolhouse, greenhouse, fowlhouse, pigsty, or such other building as, in the opinion of the council, should be permitted to be erected by the tenant*].

(3) He shall not, without the written consent of the council, plant in the allotment any fruit trees or bushes, strawberry plants, asparagus, rhubarb, or other market garden crops which continue productive for two or more years. [*This regulation shall only be applied where the land has been hired by the council* (*b*).]

(4) He shall not, without the written consent of the council, break up any pasture.

(5) He shall not use barbed wire for a fence adjoining any path set out by the council for the use of occupiers of the allotments.

(6) He shall, as regards the allotment, observe and perform all conditions and covenants contained in the lease under which the council hold the land.

(7) He shall observe and perform any other special condition which the council consider necessary to preserve the allotment from deterioration, and of which notice to applicants for the allotment is given in accordance with these regulations.

NOTICE OF DETERMINATION OF A TENANCY TO BE GIVEN TO TENANTS OF ALLOTMENTS.

9. The council shall give to the tenant of any allotment not less than —— months' notice of the determination of his tenancy, such notice to take effect on [*the 25th day of March or the 29th day of September*]; provided always that this regulation shall not apply in the case of the determination of a tenancy in pursuance of sect. 8 of the Allotments Act, 1887 (*c*).

(*b*) See note on this rule, *ante*, p. 1372.
(*c*) Sect. 30 of Act of 1908.

EXAMINATION OF THE REGISTER OF ALLOTMENTS BY RATEPAYERS.

10. The register required to be kept under sect. 15 of the Allotments Act, 1887 (*d*), showing the particulars of the tenancy, acreage, and rent of every allotment let, and of the unlet allotments, shall be deposited at the office of the clerk to the council, and shall be open at all reasonable hours to the examination of any ratepayer in the —— (*e*).

EXEMPTION OF CERTAIN LETTINGS FROM THESE REGULATIONS.

11. These regulations shall not apply to any land let to an association, or to any allotment let before the date of the confirmation of these regulations, or to any allotment which the council, under special circumstances to be recorded in their minutes, may exempt from these regulations.

Form of Application for Allotments.

To the clerk to the —— (*f*).

I the undersigned hereby make application for one [*or* No. ——] of the allotments provided by the council at ——.

1. Name ——.
2. Residence ——.
3. Age ——.
4. Occupation ——.
5. How long resident in the —— (*g*).
6. Whether holding any allotment, or agricultural land (other than a garden of 20 poles or less attached to my residence), and if so—
   (a) From whom ——.
   (b) Extent of land so held ——.
   (c) Whether quitting the land, and if so, why ——.

In the event of my application being granted, I agree when required by the council to sign an agreement for letting in the form prescribed by the regulations, and to pay the stamp duty on such agreement, and to pay for tenant right and compensation for im-

(*d*) Sect. 31 of Act of 1908.

(*e*) Insert "borough," or "district."

(*f*) Insert "town council for the borough of ——," or "urban district council of ——."

(*g*) Insert "borough," or "district."

provements the sum stated in the notice of letting [*or* such sum as shall be found due to the outgoing tenant for such matters].

Signature ——.

Date ——.

Form of Agreement for Letting.

Agreement made this —— day of ——, 19—, between (*h*) (hereinafter called the council) of the one part, and —— of —— (hereinafter called the tenant) of the other part, whereby the said council agrees to let, and the said tenant agrees to hire as a yearly tenant from the —— day of ——, 19—, the allotment[s] numbered —— in the register of allotments provided by the council and containing —— or thereabouts [(*i*) subject to the exceptions and reservations contained in the lease under which the council hold the land] at the yearly rent of —— payable *half-yearly* and at a proportionate rent for any part of a year over which the tenancy may extend.

The tenancy is subject to the regulations endorsed on this agreement and to the following conditions:—

(a) The rent shall be paid (*k*) on the —— day of ——, the —— day of —— [the —— day of ——, and the —— day of ——] in each year.

(b) The tenant shall keep the allotment free from weeds, and well manured, and otherwise maintain it in a proper state of cultivation.

(c) The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment, or obstruct any path set out by the council for the use of the occupiers of the allotments.

(d) The tenant shall not underlet, assign, or part with the possession of the allotment or any part of it.

(e) The tenant shall not without the consent of the council cut or prune any timber or other trees, or take, sell, or carry away any mineral, gravel, sand, or clay.

(f) Any member or officer of the council shall be entitled at any time when directed by the council to enter and inspect the allotment.

(*h*) Insert "town council for the borough of ——," or "urban district council of ——."

(*i*) Omit words in brackets if inapplicable.

(*k*) The rent may, to the extent of one quarter, be made payable in advance.

(g) The tenancy shall determine on the 25th day of March or the 29th day of September next after the death of the tenant. It may also be determined under sect. 8 of the Allotments Act, 1887 (*l*), on one month's notice:—

(1.) If the rent is in arrear for not less than forty days; or

(2.) If it appears to the council that the tenant not less than three months after the commencement of the tenancy has not duly observed the conditions contained in or endorsed on this agreement, or is resident more than one mile out of the —— (*m*).

The tenancy may also be determined by the council or tenant by —— months' notice in writing expiring on [*the 25th day of March, or the 29th day of September*].

Signed

—— Clerk to the council.

Witness ——.

Signed

—— Tenant.

Witness ——.

[*Any special conditions affecting the allotment are to be endorsed on the agreement.*]

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9. FORM *of* VOLUNTARY LEASE *by* LANDOWNER *to* COUNTY COUNCIL *for purpose of* LETTING *in* SMALL HOLDINGS.

THIS INDENTURE, made the —— day of ——, 19—, BETWEEN A. B., of —— (hereinafter called the landlord, which expression shall include his heirs and assigns where the context so admits), of the one part, and the —— county council (hereinafter called the council, which expression shall include their successors and assigns where the context so admits) of the other part, WITNESSETH, that in consideration of the rent and covenants hereinafter reserved and contained, the landlord hereby demises to the council ALL those lands and hereditaments situate at ——, in the county of ——, containing —— acres, or thereabouts, and more particularly described in the schedule hereto, EXCEPT and reserving as hereinafter mentioned, TO HOLD the

(*l*) Sect. 30 of Act of 1908.

(*m*) Insert "borough," or "district."

premises UNTO the council from the —— day of —— for the term of —— years, YIELDING AND PAYING therefor the yearly rent of £——, to be paid by equal half-yearly payments on the —— day of —— and —— day of —— in each year.

EXCEPTIONS AND RESERVATIONS BY THE LANDLORD.

1. All mines, minerals, stone, gravel and sand, with right of entry to work the same.

2. All timber and other trees, pollards, saplings, and underwood, with right of entry to mark, cut, and carry away the same, making reasonable compensation for all damage done.

3. Subject to the Ground Game Acts, 1880 and 1906, all game, ground or otherwise, including wildfowl and nests and eggs, with a right for the landlord and all persons authorised by him to enter for the purpose of preserving the same, and for hunting and shooting.

And the council hereby covenant with the landlord—

1. To pay the rent as hereby reserved, and all rates, taxes, and outgoings except landlord's property tax and tithe rent-charge.

2. To maintain and keep in good repair all buildings, gates, stiles, hedges, mounds and fences, and to cleanse and scour all ditches, drains, culverts, and watercourses.

3. To cut, spud and keep down all nettles, thistles, rushes, and tussocks, and to remove all mole and ant hills.

4. To cultivate, keep and manage, or cause the land to be cultivated, kept, and managed, in a good and husbandlike manner, and to use, and permit the same to be used, as an agricultural holding only, and not to injure or deteriorate the holding, or permit the same to be injured or deteriorated, and to leave the land in good heart and condition.

5. In the last year of the term to cultivate or cause the arable land to be cultivated on the four-course system, having not more than one-fourth part thereof in wheat, and one-fourth in barley or oats, and at least one-fourth in roots, green crop fed off or fallow, and one-fourth in clover or seeds, vetches or beans, of which last-named one-fourth part not less than one-half shall be in clover or seeds [*or such other provisions for the last year's*

cultivation as may be desirable, according to the nature of the land].

6. Not to break up, or permit to be broken up, any of the grass land, nor to mow, or permit the same to be mown, more than once in any year, nor more than two years in succession without sufficiently manuring the same.

7. Not to sell or remove, or permit to be sold or removed, from the holding, any hay, straw, roots, or green crops without bringing back and applying to the holding the full equivalent manurial value in manure or feeding stuffs of all hay, straw, roots, or green crops so sold or removed.

8. Not to sell or remove, or permit to be sold or removed, any hay, straw, roots, or green crops produced on the holding in the last year of the term, and to leave any unconsumed hay and straw for the landlord or incoming tenant at a consuming price.

9. To spread and use, or cause to be spread and used on the holding, all dung, manure, and compost produced thereon, and on the termination of the tenancy to leave all unused dung, manure, and compost for the landlord or incoming tenant without compensation for the same.

10. To preserve all timber, timber-like trees and underwood, and not to cut, lop, top, drive nails into, or otherwise injure or permit to be cut, lopped, topped, or injured in any way, any timber, or timber-like trees, or underwood.

11. Not to use or erect, or permit to be used or erected, any barbed or other wire fence on the holding without the consent in writing of the landlord (*n*).

[*Add any other covenants necessary in the particular case.*]

General Conditions.

1. The landlord shall have power, upon giving to the council twelve months' previous notice in writing, to resume possession of the land hereby demised, or part thereof, if required to be used for building, mining, or other industrial purpose, or for roads necessary therefor, and if part only of the land is so resumed, the rent payable shall, as from the date of resumption, be reduced

(*n*) This covenant to be omitted if not thought necessary.

by such sum as, in default of agreement, may be determined by arbitration in manner hereinafter provided.

2. The landlord shall have power to re-enter and determine the tenancy on non-payment of the rent for twenty-one days after the same shall have become due (whether legally demanded or not), or on breach of any of the conditions or covenants herein contained, and on the council's part to be observed and performed.

3. All questions and matters in dispute arising under these presents, and all compensation, damages, and allowances to which either party may claim to be entitled hereunder, or otherwise, in respect of the tenancy hereby created, upon which the landlord and council fail to agree, shall be referred to arbitration in manner provided by the Agricultural Holdings Act, 1908, but without prejudice to the option of the landlord in respect of any claim against the council, instead of submitting the same to arbitration to have recourse to any right of action or other remedy.

4. It is hereby agreed that the council shall not be entitled to compensation for any of the improvements mentioned in Part I. of the Second Schedule to the Small Holdings and Allotments Act, 1908, or for any of the improvements mentioned in Part II. of the same Schedule, unless the landlord has previously to the making or execution thereof consented in writing thereto.

In witness, &c.

The Schedule above referred to.

No. on Ordnance Map.	Name of Field.	Cultivation.	Area.

TITHES.

1. NOTICE *of* APPLICATION *where the* OWNER *of the* LAND *is also* OCCUPIER.

Tithe Act, 1891.

In the County Court of ——, holden at ——.

I (*a*), ——, give notice that I apply for an order for the recovery of the sum of —— pounds, —— shillings, and —— pence, due in respect of the tithe rentcharge issuing out of the lands described in the first part of the schedule to this application for the period of (*b*) ——, and which became payable on the —— day of ——, 19—.

The owner of the said lands is (*c*) ——, and the owner is himself the occupier thereof [*or*, I do not know, *or*, cannot ascertain the owner of the lands].

I shall apply that the order for recovery be executed by the appointment of an officer to distrain under sub-sect. 2 of sect. 2 of the Act.

[(*d*) The lands in the same parish as those described in the first part of the schedule, and occupied by the same person as those lands as owner thereof, are described in the second part of the schedule.]

Dated this —— day of ——, 19—.

A. B.

[*or*, E. F., agent for A. B., the person entitled to the sum due].

(*a*) Insert name, address, and description of applicant, or, if application be made by agent, his name, address, and description, and statement that he is the agent for A. B., the person entitled to the sum due (address and description).

(*b*) Insert period.

(*c*) Insert name, address, and description of owner of the lands.

(*d*) This paragraph, and also the second part of the schedule which corresponds to it, should be struck through if the applicant is unable to give the required particulars.

SCHEDULE OF LANDS.

PART I.—Lands out of which Tithe Rentcharge issues.

Name or Description of Lands.	Parish in which situate.	County in which situate.	Number in Parish Apportionment, if known.

PART II.—Lands in the same parish, occupied and owned by the same person as those in Part I.

Name or Description of Lands.	Parish in which situate.	County in which situate.

2. NOTICE *of* APPLICATION *where* OWNER *of* LANDS *is not the* OCCUPIER.

Tithe Act, 1891.

In the County Court of ——, holden at ——.

I (*e*), ——, give notice that I shall apply for an order for the recovery of the sum of —— pounds, —— shillings, and —— pence, due in respect of the tithe rentcharge issuing out of the lands described in the first part of the schedule to this application, for the period of (*f*) ——, and which became payable on the —— day of ——, 19—.

(*e*) Insert name, address, and description of applicant, or, if application be made by agent, his name, address, and description, and statement that he is the agent for A. B., the person entitled to the sum due (address and description).

(*f*) Insert period.

The owner of the said lands is (*g*) —— [*or*, I do not know, *or*, cannot ascertain the owner of the lands], and the occupier thereof is M. N. [*insert name and address*] [(*h*) who holds the lands at one rent, together with lands in the parish of ——].

(*i*) [I shall apply that the order for recovery be executed by the appointment of X. Y. [*insert name and address*] as the receiver under sub-sect. 3 of sect. 2 of the Act.]

I have received no notice under sub-sect. 6 of sect. 2 of the Act that the occupier is liable to pay the amount of the tithe rentcharge to the owner of the lands.

(*k*) [I desire that additional service on the owner of the lands be made through M. N., the occupier thereof, *or* through P. Q. [*insert name and address*], the person who receives the rent and profits of the lands for or on behalf of the owner of the lands.]

(*l*) [The lands described in the second part of the schedule are in the same parish as those described in the first part of the schedule, and are occupied by M. N. either as owner or as tenant under the same landlord, under whom he occupies the lands described in the first part of the schedule.]

Dated this —— day of ——, 19—.

A. B.

[*or*, E. F., agent for A. B., the person entitled to the sum due].

(*g*) Insert name, address, and description of owner of the lands.

(*h*) These words should be struck out, unless the applicant can give the required information.

(*i*) If these words are struck out or no name inserted an officer of the Court will be appointed receiver.

(*k*) Where additional service is required insert these words.

(*l*) This paragraph, and also the second part of the schedule which corresponds to it, should be struck out if the applicant is unable to give the required particulars.

SCHEDULE OF LANDS.

PART I.—Lands out of which the Tithe Rentcharge issues.

Name or Description of Lands.	Parish in which situate.	County in which situate.	Number in Parish Apportionment, if known.

PART II.—Lands occupied by M. N. in the same parish as those in Part I.

Name and Description of Lands.	Parish in which situate.	County in which situate.

3. NOTICE *of* APPLICATION *where* OCCUPIER'S LIABILITY NOTICE *is* FILED.

Tithe Act, 1891.

In the County Court of ——, holden at ——.

I (*m*), ——, give notice that I shall apply for an order for the recovery of the sum of —— pounds, —— shillings, and —— pence, due in respect of the tithe rentcharge issuing out of the lands described in the first part of the schedule to this application, for the period of (*n*) ——, and which became payable on the —— day of ——, 19—.

(*m*) Insert name, address, and description of applicant, or, if application be made by agent, his name, address, and description, and statement that he is the agent for A. B., the person entitled to the sum due (address and description).

(*n*) Insert period.

The owner of the said lands is (*o*) —— [*or*, I do not know, *or*, cannot ascertain the owner of the lands] and the occupier thereof is M. N. (*p*) [(*q*) who occupies the lands at one rent, together with lands in the parish of ——].

(*r*) [I shall apply that the order for recovery be executed by the appointment of X. Y., —— [*insert name and address*], as the receiver under sub-sect. 3 of sect. 2 of the Act.]

(*s*) [I desire that additional service on the owner of the lands be made through M. N., the occupier thereof, *or* through P. Q. [*insert name and address*], the person who receives the rents and profits of the lands for or on behalf of the owner of the lands.]

(*t*) [The lands described in the second part of the schedule are in the same parish as those described in the first part of the schedule, and are occupied by M. N., either as owner or as tenant, under the same landlord, under whom he occupies the lands described in the first part of the schedule.]

Dated this —— day of ——, 19—.

A. B., owner of the tithe rentcharge
[*or*, E. F., agent for A. B., the person entitled to the sum due].

SCHEDULE OF LANDS.

PART I.—Lands out of which the Tithe Rentcharge issues.

Name or Description of Lands.	Parish in which situate.	County in which situate.	Number in Parish Apportionment, if known.

(*o*) Insert name, address, and description of owner of the lands.

(*p*) Insert address and description.

(*q*) These words should be struck out, unless the applicant can give the required information.

(*r*) If these words are struck out or no name inserted an officer of the Court will be appointed receiver.

(*s*) Where additional service is required insert these words.

(*t*) This paragraph, and also the second part of the schedule which corresponds to it, should be struck through if the applicant is unable to give the required particulars.

PART II.—Lands occupied by M. N. in the same parish as those in Part I.

Name or Description of Lands.	Parish in which situate.	County in which situate.

4. NOTICE *to* RESPONDENT *to be* SERVED *with the* DUPLICATE NOTICE *of* APPLICATION.

Tithe Act, 1891.

No. of Application ——.

In the County Court of ——, holden at ——.

A. B., applicant [*insert address and description*].
[C. D.], owner of the lands [*insert, if known, address and description*] [not known].
[M.N., occupier of the lands [*insert address and description*]. } Respondents.

To (*u*) ——, the owner of the land out of which the tithe rentcharge mentioned in the notice of application sent herewith issues.

[(*x*) And to M. N., occupier of the said lands.]

Take notice that the application by A. B., of which a copy is sent herewith, will be heard at the sitting of the Court, to be holden at [*insert courthouse*], on the —— day of ——, 19—, at the hour of ——, in the ——noon, and that if you wish to oppose the application you must, five clear days before the day appointed for the hearing, file with the registrar of this Court the notice of opposition given below.

And take notice that if you intend to apply for time to pay,

(*u*) Insert name, address, and description of owner of the lands, if known.

(*x*) To be inserted where occupier's liability notice has been filed.

or for a remission in respect of the tithe rentcharge, you must, in giving notice of opposition, specify that intention.

Dated this —— day of ——, 19—.

——, Registrar.

	£	s.	d.
Amount of tithe rentcharge claimed			
Costs of this notice			
Amount upon the payment of which you will incur no further costs			

If you do not give notice of opposition, or do not appear on the day appointed for the hearing, the Court may make an order against you in your absence.

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5. NOTICE *of* OPPOSITION.

Tithe Act, 1891.

No. of Application ——.

In the County Court of ——, holden at ——.

In the Matter of the application of A. B.

To the registrar of the County Court of ——.

TAKE NOTICE that I wish to oppose the application of A. B., of which I have received notice, on the ground [*here state grounds, e.g.*, that I am not the owner of the lands in respect of which the application is made; *or*, that the applicant is not the owner of the tithe rentcharge mentioned in the notice of application; *or*, that the amount claimed in respect of the tithe rentcharge has been paid; *or any other grounds that are intended to be relied on*] [*or* [and] I intend to apply for a remission in respect of such tithe rentcharge, *or* [and] for time to pay the claim].

[(*y*) And I state that M. N., ——, is the occupier of such land.]

[(*z*) And I state that there is no other tithe rentcharge issuing

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(*y*) Here, if the owner of the lands, state name, address, and description of the occupier.

(*z*) This paragraph should be struck out, except where an order for remission is applied for.

out of the lands, except that in respect of which the application is made, *or*, that there is, besides the tithe rentcharge in respect of which the application is made, a tithe rentcharge issuing out of the lands in respect of [*e.g.*, *great or small*] tithe, of which P. Q. [*insert name and address*] is owner].

Dated the —— day of ——, 19—.

C. D., owner of the lands
[*or*, G. K., solicitor of C. D.],
or, M. N., occupier of the lands
[*or*, G. K., solicitor of M. N.].

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6. NOTICE *to* APPLICANT *of* NOTICE *of* OPPOSITION.

No. of Application ——.

Tithe Act, 1891.

In the County Court of ——, holden at ——.

A. B., applicant.
[C. D.], owner of the lands [*not known*].
[M. N., occupier of the lands].
} Respondents.

To A. B., applicant.

TAKE NOTICE that C. D., owner of the lands in respect of which the application is made [*or*, M. N., occupier of the lands in respect of which the application is made], has given notice of opposition in the above matter on the ground that (*a*) —— [*or* [and] that he intends to apply for a remission in respect of the tithe rentcharge *or* [and] for time to pay the claim].

The application will be heard at the sitting of the Court to be holden at [*insert courthouse*] ——, on the —— day of ——, 19—, at the hour of —— in the ——noon.

Dated this —— day of ——, 19—.

——, Registrar.

(*a*) Insert ground stated in notice of opposition.

7. NOTICE *of* CHANGE *of* DAY APPOINTED *for* HEARING APPLICATION.

[*Heading as in Form* 6.]

To A. B., applicant [*or,* to C. D., owner of the lands in respect of which the application is made].

TAKE NOTICE that, for the purpose of giving M. N., the occupier of the lands in respect of which the application is made, an opportunity of being heard, the day for hearing the above application is changed, and the application will now be heard at the sitting of the Court to be holden at [*insert courthouse*] ——, on the —— day of ——, 19—, at the hour of —— in the ——noon.

Dated this —— day of ——, 19—.

——, Registrar.

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8. ORDER *on* APPLICATION *where* LANDS *not* OCCUPIED *by the* OWNER.

[*Heading as in Form* 6.]

IT is this day ordered that the sum of —— pounds, —— shillings, and —— pence, be recovered, together with costs, in respect of tithe rentcharge issuing out of the lands described in [the first part of] the schedule to this order, due for the period of ——; and for the purpose of recovering that sum, together with costs, X. Y. (*b*), ——, is hereby appointed to receive the rents and profits of these lands, and also the rents and profits of any other lands [(*c*) *or,* of the lands described in the second part of the said schedule], which would have been liable to be distrained upon for the tithe rentcharge under the provisions of sect. 85 of the Tithe Act, 1836; and that the tenants of the said lands are to attorn and pay their rents in arrear and growing rents to the receiver.

[*To be added where apportionment of rent is made at the time of making the order:*]

AND WHEREAS it appears that the above-mentioned lands [*or,* a certain part of the above-mentioned lands, namely, those known

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(*b*) Here insert name, address, and description of person appointed receiver.

(*c*) Insert these words if a description of the lands can be given.

as (*d*) ——] are held at one rent, together with other lands, situate in a different parish, it is further ordered that out of the total rent payable in respect of the lands situate in the two parishes, the sum of [£15] shall be taken as payable for the purpose of the Tithe Act, 1891, in respect of the lands situate in the parish of ——, of which X. Y. is appointed receiver.

By the Court.

Dated the —— day of ——, 19—.

——, Registrar of the Court.

SCHEDULE OF LANDS.

PART I.—Lands out of which the Tithe Rentcharge issues.

Name or Description of Lands.	Name of Parish in which situate.	Name of County in which situate.	Number on Parish Apportionment.

PART II.—Lands which would be liable to be distrained on under sect. 85 of the Tithe Act, 1836.

Name or Description of Lands.	Parish in which situate.	County in which situate.

9. ORDER *for* DISTRESS *where the* OWNER *of the* LANDS *is in* OCCUPATION.

[*Heading as in Form* 6.]

IT is this day ordered that the sum of —— pounds, —— shillings, and —— pence, be recovered, together with costs, in respect of

(*d*) Insert description of lands.

tithe rentcharge issuing out of the lands described in the [first part of the] schedule to this order, due for the period of ——, and for the purpose of such recovery X. Y., an officer appointed by this Court, shall distrain upon those lands, and also on the lands [(*e*) described in the second part of the same schedule] which are liable to be distrained on under sect. 85 of the Tithe Act, 1836, for the said sum, together with —— pounds, —— shillings, and —— pence, for costs, and also the costs of the distress, and that for the making of such distress this order shall be such officer's warrant.

By the Court.

Dated the —— day of ——, 19—.

——, Registrar of the Court.

SCHEDULE OF LANDS.

PART I.—Lands out of which the Tithe Rentcharge issues.

Name or Description of Lands.	Name of Parish in which situate.	Name of County in which situate.	Number on Parish Apportionment.

PART II.—Lands liable to be distrained on under sect. 85 of the Tithe Act, 1836, other than those described in Part I.

Name or Description of Lands.	Parish in which situate.	County in which situate.

(*e*) Insert these words if a description of the lands can be given.

10. NOTICE *to* OCCUPIER *of* LANDS *of* RECEIVER'S APPOINTMENT.

[*Heading as in Form* 6.]

To M. N., occupier of the lands described in the schedule.

I, X. Y. (*f*), ——, hereby give you notice that under an Order of Court made in the above matter, on the —— day of ——, I have been appointed receiver of the rents and profits of the lands described in the schedule and occupied by you, and I require you, within —— days, to attorn tenant to me, and to give me information as to the following matters with regard to your tenancy (*g*).

Dated this —— day of ——, 19—.

X. Y., Receiver.

NOTE.—A form of attornment is sent herewith.

SCHEDULE OF LANDS.

[*Here describe the lands, e.g.*, Brue Farm, in the parish of ——, in the county of ——; *or*, so much of Brue Farm as is situate in the parish of ——, in the county of ——; *or*, the house known as No. ——, —— Road, in the parish of ——, in the county of ——.]

FORM OF ATTORNMENT.

[*Heading as in Form* 6.]

I, M. N., hereby attorn and become tenant to you, X. Y., of the land described in the schedule, according to the terms and condition contained in (*h*) ——, and at the rent of £—— thereby reserved.

In witness whereof I have hereunto set my hand this —— day of ——, 19—.

M. N.

O. P. [*insert name and description*],
Witness to the signature of the said M. N.

SCHEDULE OF LANDS TO ATTORNMENT.

[*As in Receiver's notice of appointment.*]

(*f*) Insert name and address.

(*g*) Insert matter as to which information is required.

(*h*) Here insert description, date, and particulars of instrument under which the lands are held.

11. ORDER *for* DISTRESS *in* NAME *of* OWNER *of* LANDS.

[*Heading as in Form* 6.]

IT is this day ordered that X. Y., the receiver of the rents and profits of the lands described in the schedule to this order, be at liberty to distrain upon those lands for the rent due in respect thereof, and that such distraint may be made in the name of ——, owner of the lands.

By the Court.

Dated the —— day of ——, 19—.

——, Registrar of the Court.

SCHEDULE OF LANDS.

Name or Description of Lands.	Parish, &c., in which situate.	County in which situate.	Name of Occupier.

12. REPORT *of* RECEIVER *that* LANDS *of which he is appointed* RECEIVER *are* OCCUPIED *by the* OWNER *thereof*.

[*Heading as in Form* 6.]

To the Registrar of the County Court of ——, holden at ——.

I, X. Y., who have been appointed receiver of the lands described in the schedule [together with other lands] by an order of the Court, dated the —— day of ——, 19—, report to the Court that the lands described in the schedule are occupied by the owner thereof, and the owner has not paid the sum ordered to be recovered to me, and has not attorned tenant to me.

The name of the owner is [*insert name and address*] [*or*, is not known].

Dated the — day of ——, 19—.

X. Y., Receiver.

SCHEDULE OF LANDS.

Name or Description of Lands.	Parish in which situate.	County in which situate.

13. ORDER *where* RECEIVER REPORTS *that* LANDS *of which he is appointed* RECEIVER *are* OCCUPIED *by the* OWNER.

[*Heading as in Form* 6.]

IT is this day ordered that the order made in this matter, on the —— day of ——, 19—, appointing X. Y. to be receiver of certain lands described in the schedule shall be discharged [so far as regards the lands described in the schedule], and the said X. Y. [*or* R. S., an officer appointed by the Court] shall distrain upon those lands for the amount of —— pounds, —— shillings, and —— pence, ordered to be recovered, together with the sum of —— pounds, —— shillings, and —— pence, for costs, and also the costs of distress, and that for the making of such distress this order shall be such officer's warrant.

By the Court.

Dated the —— day of ——, 19—.

——, Registrar of the Court.

The operation of this order is suspended till ——day, the —— day of ——, 19—.

Dated the —— day of ——, 19—.

——, Registrar of the Court.

SCHEDULE OF LANDS.

[*Schedule of lands as in last Form.*]

14. NOTICE *to* OWNER *of* LANDS *that an* ORDER *has been made on* RECEIVER'S REPORT *that* LANDS *of which he has been appointed* RECEIVER *are* OCCUPIED *by the* OWNER.

[*Heading as in Form* 6.]

To C. D., the owner of the lands described in the schedule to this notice.

TAKE NOTICE that the order, a copy of which is sent herewith, has been made in the above matter, and that if you have any objection to make against that order you must file notice thereof with me before the —— day of ——, 19—.

A form of notice of objection is sent herewith.

Dated the —— day of ——, 19—.

——, Registrar.

SCHEDULE OF LANDS.

[*Schedule of lands as in last Form.*]

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15. NOTICE *of* OBJECTION *by* OWNER *of* LANDS.

[*Heading as in Form* 6.]

To the Registrar of the County Court of ——, holden at ——.

TAKE NOTICE that I, C. D., owner of the lands referred to in the order of Court, dated the —— day of ——, 19—, of which I have received notice, object to that order on the ground that (*i*) ——.

C. D.

Dated this —— day of ——, 19—.

(*i*) Insert grounds on which order is objected to.

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16. NOTICE *of* DAY APPOINTED *for* HEARING OBJECTION.

[*Heading as in Form* 6.]

To C. D.

TAKE NOTICE that the objection to the order of the Court, dated the —— day of ——, of which you have given notice, will be heard at the sitting of the Court, to be holden at [*insert court-house*] ——, on the —— day of ——, 19—, at the hour of —— in the ——noon.

Dated this —— day of ——, 19—.

——, Registrar.

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17. REPORT *by* OFFICER *ordered to* DISTRAIN *that there is no* SUFFICIENT DISTRESS.

[*Heading as in Form* 6.]

To the Registrar of the Court, and to A. B., applicant.

I, X. Y., the officer appointed to distrain under an order made on the —— day of ——, on the lands described in the order, report that there is no sufficient distress upon the lands, and that it would be useless to attempt any further distress.

X. Y.

Dated the —— day of ——, 19—.

---

18. NOTICE *of* APPORTIONMENT *of* RENT.

[*Heading as in Form* 6.]

To A. B., applicant, and to C. D., owner of the lands described in the schedule [(*k*) and to M. N., occupier of these lands].

TAKE NOTICE that whereas a receiver has been appointed of the rents and profits of the said lands [together with other lands] under an order of this Court, dated the —— day of ——, made upon the application of the said A. B., and whereas it is found that those lands are held at the same rent with other lands situate in a different parish, and X. Y., the receiver appointed as aforesaid,

(*k*) Insert this if M. N. is a respondent.

has applied to the Court to make an apportionment of rent; Now the Court has apportioned the rent so that out of the total rent payable in respect of the lands situate in the two parishes, the sum of £—— shall, for the purpose of the Tithe Act, 1891, be taken to be payable in respect of the lands of which the said X. Y. has been appointed receiver, situate in the parish of ——, and described in the schedule.

Further take notice that, if within five clear days of the service of this notice you do not file with me notice of objection, the above apportionment will take effect.

Dated this —— day of ——, 19—.

——, Registrar.

SCHEDULE OF LANDS.

Name or Description of Lands.	Name of Parish in which situate.	Name of County in which situate.	Number on Parish Apportionment.

19. NOTICE *of* OBJECTION *to* APPORTIONMENT *of* RENT.

[*Heading as in Form* 6.]

To the Registrar of the County Court of ——, holden at ——.

I, A. B., C. D., *or* M. N., hereby give notice that I object to the apportionment of rent made for the purpose of the Tithe Act, 1891, of which you have given me notice, dated the —— day of ——.

Dated this —— day of ——, 19—.

A. B., C. D., *or* M. N.

20. NOTICE *of* DAY FIXED *for* HEARING *of* OBJECTION *by* RESPONDENT *to* APPORTIONMENT *of* RENT.

[*Heading as in Form* 6.]

To A. B., applicant, and to C. D., owner of the lands [*or,* M. N., occupier of the lands].

TAKE NOTICE that the objection to the apportionment, of which you have given notice [*or,* of which A. B., C. D., *or* M. N. has given notice], dated the —— day of ——, will be heard at the sitting of the Court, to be holden at [*insert courthouse*] ——, on the —— day of ——, 19—, at the hour of —— in the ——noon.

Dated this —— day of ——, 19—.

——, Registrar.

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21. ORDER *of* COURT *where* APPORTIONMENT *is* OBJECTED *to.*

[*Heading as in Form* 6.]

IT is this day ordered that the apportionment of rent made in this matter, dated the —— day of —— [is hereby varied [*here state variation*], and as varied], shall take effect from this date.

By the Court.

Dated this —— day of ——, 19—.

——, Registrar of the Court.

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22. NOTICE *to* OCCUPIER *of* LANDS *that* ORDER *under sect.* 4 *of the* ACT *may be* MADE *upon him.*

[*Heading as in Form* 6.]

To M. N., occupier of the lands described in the schedule to this notice.

WHEREAS X. Y. was, by an order of this Court, dated the —— day of ——, 19—, appointed receiver of the rents and profits of the said lands of which you are the occupier, for the purpose of recovering the sum of —— pounds, —— shillings, and —— pence, ordered by the Court to be recovered on account of the tithe rent-

charge thereon with costs, and he has satisfied the Court that the lands are let on such terms as not to reserve a rent sufficient to enable him to recover that sum and costs.

TAKE NOTICE that the Court may direct the order for recovery to be executed as if you were the owner of the lands, and if you have any objection to urge against such direction being given, you must appear before the Court, holden at [*insert courthouse*] ——, on the —— day of ——, 19—, at the hour of —— in the ——noon, and such objection will be heard by the Court, but that if you do not appear the Court may make such direction in your absence.

Dated this —— day of ——, 19—.

——, Registrar.

SCHEDULE OF LANDS.

[*Here describe the lands, e.g.*, Brue Farm, in the parish of ——, in the county of ——; *or*, so much of Brue Farm as is situate in the parish of ——, in the county of ——; *or*, the house known as No. ——, —— Road, in the parish of ——, in the county of ——.]

---

23. NOTICE *to* OWNER *of* LANDS *that* ORDER *under sect.* 4 *of the* ACT *may be made upon the* OCCUPIER.

[*Heading as in Form* 6.]

To C. D., the owner of the lands described in the schedule to this notice.

WHEREAS X. Y. was, by an order of this Court, dated the —— day of ——, appointed receiver of the rents and profits of the lands described in the schedule to this notice for the purpose of recovering the sum of —— pounds, —— shillings, and —— pence, ordered by the Court to be recovered on account of the tithe rent-charge thereon with costs, and he has satisfied the Court that the lands are let on such terms as not to reserve a rent sufficient to enable him to recover that sum and costs.

TAKE NOTICE that the Court may direct the order for recovery to be executed against M. N., the occupier of the said lands, as if he were owner, and that if you wish to be heard in reference to that matter you must appear before the Court, holden at [*insert*

courthouse] ——, on the —— day of ——, 19—, at the hour of —— in the ——noon, and the Court will hear you, but that if you do not appear, the Court may make such order in your absence.

Dated this —— day of ——, 19—.

——, Registrar.

SCHEDULE OF LANDS.

[*Here describe the lands, e.g.*, Brue Farm, in the parish of ——, in the county of ——; *or*, so much of Brue Farm as is situate in the parish of ——, in the county of ——; *or*, the house known as No. ——, —— Road, in the parish of ——, in the county of ——.]

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24. ORDER *of* COURT *under sect.* 4 *of the* ACT.

[*Heading as in Form* 6.]

IT is this day ordered that X. Y., as officer appointed by this Court [*or*, R. S., an officer appointed by this Court], shall distrain upon the lands described in the schedule to this order for the sum of —— pounds, —— shillings, and —— pence [the balance], due on an order for the recovery of tithe rentcharge made by this Court, the —— day of ——, together with —— pounds, —— shillings, and —— pence, for costs, and also the costs of distress, and that for the making of such distress this order shall be such officer's warrant.

[It is also ordered that X. Y. shall continue to be receiver of the lands [till the —— day of ——], *or*, shall cease to be receiver of the lands, *or any direction the Court gives in the matter*.]

By the Court.

Dated this —— day of ——, 19—.

——, Registrar of the Court.

SCHEDULE OF LANDS.

[*Here describe the lands, e.g.*, Brue Farm, in the parish of ——, in the county of ——; *or*, so much of Brue Farm as is situate in the parish of ——, in the county of ——; *or*, the house known as No. ——, —— Road, in the parish of ——, in the county of ——.]

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25. NOTICE *to* OWNER *of* SECOND TITHE RENTCHARGE *of* APPLICATION *for* REMISSION.

[*Heading as in Form* 6.]

To O. P., owner of the tithe rentcharge issuing out of the lands described in the schedule in respect of [*e.g., great or small*] tithe.

TAKE NOTICE that an application has been made by A. B. for the recovery of the sum of —— pounds, —— shillings, and —— pence, due on account of the tithe rentcharge issuing out of the lands described in the schedule in respect of [*e.g., small or great*] tithe, and that C. D. [*or,* M. N.], a respondent, has given notice that he will apply for a remission in respect of such tithe rentcharge.

The application will be heard at the sitting of the Court, to be holden at [*insert courthouse*] ——, on the —— day of ——, 19—, at the hour of —— in the ——noon.

Dated this —— day of ——, 19—.

——, Registrar.

SCHEDULE OF LANDS.

Name or Description of Lands.	Parish in which situate.	County in which situate.	Number in Parish Apportionment.

26. ORDER *of* REMISSION *in respect of* TITHE RENTCHARGE.

[*Heading as in Form* 6.]

IT is ordered this day that, of the sum of —— pounds, —— shillings, and —— pence, claimed by A. B. on account of the tithe rentcharge issuing out of the lands described in the schedule to this order, the sum of —— pounds, —— shillings, and —— pence, is hereby remitted, and shall not be recoverable.

By the Court.

Dated this —— day of ——, 19—.

——, Registrar.

SCHEDULE OF LANDS.

Name or Description of Lands.	Parish in which situate.	County in which situate.	Number in Parish Apportionment, if known.

27. ORDER *of* REMISSION *of* RATES *in respect of* TITHE RENTCHARGE.

[*Heading as in Form* 6.]

IT is ordered that the amounts mentioned in the third column of the schedule below shall be remitted and not recoverable in respect of the rates mentioned in the second column of that schedule assessed on the person mentioned in the first column thereof.

By the Court.

Dated the —— day of ——, 19—.

——, Registrar.

SCHEDULE.

Owner of Tithe Rentcharge.	Name of Rate.	Amount remitted.

28. APPLICATION *by* OWNER *of* LANDS *for* CERTIFICATE *in respect of* FAILURE *to give* OCCUPIER'S LIABILITY NOTICE.

Tithe Act, 1891.

In the County Court of ——, holden at ——.

I, C. D. [*insert name and address*], owner of the lands described in the schedule to this application, give notice that I shall apply

for a certificate from the Court that there was good and sufficient cause for my failure to give an occupier's liability notice in respect of the said lands, and that M. N. [*insert name and address*] has not been prejudiced thereby.

Dated this —— day of ——, 19—.

A. B.

SCHEDULE OF LANDS.

Name or Description of Lands.	Parish in which situate.	County in which situate.

29. NOTICE *to* OCCUPIER *of* OWNER'S APPLICATION *to the* COURT *in respect of* FAILURE *to* SERVE OCCUPIER'S LIABILITY NOTICE.

Tithe Act, 1891.

In the County Court of ——, holden at ——.

In the matter of the application of C. D.

To M. N., occupier of the lands described in the schedule.

TAKE NOTICE that C. D. has given notice of an application to this Court for a certificate that there was good and sufficient cause for his failure to give an occupier's liability notice in respect of the said lands, and that you, M. N., have not been prejudiced thereby.

If you wish to be heard with reference to the granting of such certificate, you must appear at the Court holden at [*insert court-house*] ——, on the —— day of ——, 19—, at the hour of —— in the ——noon, and the Court will hear you, but if you do not appear, no costs will be charged against you, but the Court may grant such certificate in your absence.

Dated this —— day of ——, 19—.

——, Registrar.

SCHEDULE OF LANDS.

Name or Description of Lands.	Parish in which situate.	County in which situate.

30. CERTIFICATE *of* COURT *in respect of* FAILURE *to give* OCCUPIER'S LIABILITY NOTICE.

Tithe Act, 1891.

In the County Court of ——, holden at ——.

In the matter of the application of C. D.

IT is hereby certified that there was good and sufficient cause for the failure of C. D. to give an occupier's liability notice in respect of the lands described in the schedule to this order, and that M. N., the occupier thereof, has not been prejudiced thereby.

By the Court.

Dated this —— day of ——, 19—.

——, Registrar.

SCHEDULE OF LANDS.

Name or Description of Lands.	Parish in which situate.	County in which situate.

31. FORM *of* APPLICATION *to* COURT *by* RATE COLLECTOR.

Tithe Act, 1891.

To the Registrar of the County Court of ——, holden at ——.

I, A. B., collector of rates for the (*l*) ——, apply to the above Court for an order under sub-sect. (2) [and sub-sect. (3)] of sect. 6 of the Tithe Act, 1891, in respect of (*m*) —— rate due from the owner of the tithe rentcharge issuing out of the lands described in the schedule.

The owners of the lands are (*n*) ——.

The owner of the tithe rentcharge is (*o*) ——.

The rate due amounts with costs to £——.

I have taken the following proceedings for the recovery of the rate [*insert description and date of proceeding, e.g.*, distress under warrant of justices].

Dated the —— day of ——, 19—.

C. D., Collector.

SCHEDULE OF LANDS.

Name or Description of Lands.	Parish in which situate.	County in which situate.	Number in Parish Apportionment, if known.

32. NOTICE *to* OWNER *of* TITHE RENTCHARGE *or* OWNER *of* LANDS *to be* SERVED *with the* DUPLICATE NOTICE *of* RATE COLLECTOR'S APPLICATION.

Tithe Act, 1891.

No. of Application ——.

In the County Court of ——, holden at ——.

A. B., applicant [collector of rates for the —— of ——, whose address is ——].

(*l*) Insert name of area for which the collector collects.

(*m*) Insert name of rate or rates.

(*n*) Insert names and addresses of owners.

(*o*) Insert name and address of owner.

[E. F.], owner of land [*insert, if known, name, address, and description*].

C. D., owner of the tithe rentcharge [*insert address and description*].

To E. F., the owner of the tithe rentcharge issuing out of the lands mentioned in the notice of application sent herewith; *or,*

To [C. D.], the owner of land out of which the tithe rentcharge mentioned in the notice of application sent herewith issues.

TAKE NOTICE that the application by A. B., of which a copy is sent herewith, will be heard at the sitting of the Court, to be holden at [*insert courthouse*], on the —— day of ——, 19—, at the hour of —— in the ——noon, and that if you wish to oppose the application you must, five clear days before the day appointed for the hearing, file with the registrar of this Court the notice of opposition given below.

Dated this —— day of ——, 19—.

——, Registrar.

	£	*s.*	*d.*
Amount of rate claimed			
Costs of this notice			
Amount upon payment of which you will incur no further costs			

If you do not give notice of opposition or appear on the day appointed for the hearing, the Court may make an order against you in your absence.

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33. NOTICE *of* OPPOSITION.

Tithe Act, 1891.

No. of Application ——.

In the County Court of ——, holden at ——.

In the matter of the application of A. B., rate collector.

To the Registrar of the County Court of ——.

TAKE NOTICE that I wish to oppose the application of A. B., of which I have received notice, on the ground [*here state grounds,*

e.g., that I am not the owner of the land in respect of which the tithe rentcharge issues; *or*, that I am not the owner of the tithe rentcharge mentioned in the notice of application; *or*, that the amount claimed in respect of the rate has been paid; *or any other grounds that are intended to be relied on*].

Dated the —— day of ——, 19—.

E. F., owner of the tithe rentcharge
[*or*, G. K., solicitor of E. F.].

C. D., owner of the lands
[*or*, G. K., solicitor of C. D.].

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34. NOTICE *to* RATE COLLECTOR *of* NOTICE *of* OPPOSITION.

No. of Application ——.

Tithe Act, 1891.

In the County Court of ——, holden at ——.

A. B., rate collector, Applicant.
E. F., owner of tithe rentcharge.
C. D., owner of the lands.

To A. B., rate collector.

TAKE NOTICE that E. F., owner of the tithe rentcharge in respect of which the application is made [*or*, C. D., owner of the lands out of which the tithe rentcharge issues], has given notice of opposition in the above matter on the ground that (*p*) ——.

The application will be heard at the sitting of the Court to be holden at [*insert courthouse*] ——, on the —— day of ——, 19—, at the hour of —— in the ——noon.

Dated this —— day of ——, 19—.

——, Registrar.

(*p*) Insert ground stated in notice of opposition.

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35. ORDER *under sect.* 6 *of the* TITHE ACT, 1891, *for* RECOVERY *of* SUM DUE *on account of* RATES.

Tithe Act, 1891.

In the County Court of ——, holden at ——, the —— day of ——, 19—.

A. B., rate collector.
E. F., owner of tithe rentcharge.
[C. D.], owner of lands [*not known*].

IT is this day ordered that C. D. pay to A. B. any sum which is now due or which may become due on account of the tithe rentcharge owned by E. F. issuing out of the lands described in the schedule to this order until the sum of —— pounds, —— shillings, and —— pence, the amount due in respect of the (*q*) —— rates assessed on the said C. D. in respect of that tithe rentcharge and costs [and any sum which may become due in respect of any such rate] [until the —— day of ——, 19—], is fully paid.

And further it is ordered that should default be made by the said C. D. in obeying this order the said A. B. may apply to this Court for the appointment of a receiver or of an officer to distrain as the case may be.

By the Court.

Dated this —— day of ——, 19—.

——, Registrar.

SCHEDULE OF LANDS.

Name or Description of Lands.	Parish in which situate.	County in which situate.

(*q*) Insert name of rate.

TRADE UNIONS.

1. RULES *of a* WORKMEN'S UNION (*a*).

Part I.—General.

RULE 1.—NAME, OBJECTS, AND CONSTITUTION.

Name.

1. The Society formed under these rules, hereafter called "The Society," shall be known by the title of ——.

Trades to which members may belong.

2. The Society shall consist of members belonging to, and earning the rate of wages fixed by the District Committees, for the following trades or branches: ——. District Committees shall also have power to fix conditions under which candidates may be admitted from time to time.

Objects.

3. The objects for which the Society is established are: by the provision and distribution of funds and by the other means hereinafter mentioned on the conditions set forth in these rules, to protect and regulate the conditions of labour in the trades in the last preceding clause mentioned, and the relation of its members with them; to promote the general and material welfare of its members; to assist them when out of work or in distressed circumstances; to assist such of them as desire it to acquire possession of their dwellings; to provide them with legal assistance in obtaining redress for accidents; to support them in case of sickness, accidents, and by superannuation; also to provide for their burial and for the burial of their wives, and compensation for loss of tools by fire or water; to aid by federation other societies having for their objects, or one of them, the promotion of the interests of workmen; and, by extending our system of investments for co-operative productive purposes, to assist in altering the competitive system of industry for a co-operative system in order to secure a full share of the fruits of our labour. But before, however, any money can be invested by the Executive Council for the last-named purpose the object and amount proposed to

(*a*) Adapted from the Rules of the Amalgamated Society of Engineers and published by their permission.

be invested shall be clearly defined by them, and a vote of the members taken, when the majority for or against shall decide whether the Society shall adopt the proposal or not.

Division into branches.

4. The Society shall be divided into branches, to one of which every member shall belong. No branch shall consist of more than 300 members, unless by consent of the District Committee. The local limits of each branch, the formation of new branches, and the number of members in each, shall be determined as hereinafter mentioned. Every branch shall have powers as provided by these rules, and shall be subject in accordance with them to the control and direction of the general governing bodies of the Society and their officers; but every branch shall appoint its own officers and conduct its own business in the manner set forth in the following rules.

Place of Central Office.

5. There shall be a General Office, which shall be the registered office of the Society, and which shall be the place of meeting for its business, at ——, in the county of ——.

Rule 2.—Elections and Voting.

1. All elections and voting shall be conducted in the following manner:—

Nomination of officers and delegates.

Any member may nominate any branch or general officer without a seconder. All nominations for branch secretary and delegates for Trades and Labour Councils and —— Trades Associations must be made fourteen days previous to their election. Should only one member accept nomination for any office, he shall be declared duly elected. If two or more persons accept nomination for any office, the votes shall be separately taken.

Election of officers and delegates.

All elections of branch officers (with the exception of secretary) shall be by show of hands. If any one of the candidates receives a larger number of votes than all the others combined, he shall be declared duly elected. If no candidate has such a majority, the two highest shall be again put to the vote, and the one obtaining the largest number of votes shall be duly elected. The votes must be taken by ballot for the following: general secretary and all general officers, delegates for meetings for revision of rules or Final Appeal Court, meetings of Labour Party or Federation Conferences, and branch secretaries, and District Committeemen who represent more than one branch.

Branch powers re votes by ballot.

Branches shall have power to provide the means of voting by ballot. Such ballot may be taken by post in the British colonies and America, where members reside more than five miles from a branch, and in such cases as are so decided the ballot boxes shall

Limitation of time for voting.

remain open for voting as follows: Branches having more than 100 members, not less than two and a half hours; all below 100 members, not less than two hours. To enable night-shift members and those who cannot attend their branches owing to their

Extension of time for voting.

legitimate occupations, to vote, the time of meeting may be extended by the opening of any branch on the day fixed for voting at an earlier or later hour than stated in Rule 3, clause 2.

Provision for out-workers.

Any member working out of his district, or a general officer, thus being unable to vote in his own branch, shall, on production of satisfactory evidence, be allowed to vote in a branch in the district in which he may be for the time located.

Intimation of candidature.

2. All candidates for general offices must intimate their candidature to the General Office in their own handwriting, accompanied by original testimonials, and, if they desire testimonials to be printed, these shall be sent to the General Office for that

Issue of printed matter.

purpose; and no candidate shall issue or cause to be issued to the branches any printed, type-written, cyclo-style, or any duplicated matter, other than that through the General Office. The names of the candidates shall be submitted to the members, and the two having the highest number of votes shall be again submitted, unless one candidate has an absolute majority over all the rest

Distribution of addresses.

combined. The addresses of candidates for general office shall be distributed in the proportion of one per six members, but the number of branches nominating shall not be published. Each member nominated for office shall be furnished with the names of all nominated candidates.

Validity of votes and date of voting.

In all elections under the direction of the Executive Council, or of the American, Australasian, or South African Councils, nomination and election schedules must be posted from the offices. A date must be specified on which all voting shall cease, and all votes taken on or before the specified date, provided that they have been taken in accordance with this rule, shall be valid notwithstanding any neglect on the part of any officers, or from any other causes whatever. In the event of any general officer resigning, or being removed by death or otherwise, another election shall take place, and the appointment then made shall be for the

remainder of the unexpired term. In the event of the unexpired term being less than twelve months, he will not be called upon to be re-elected, but will continue in office for the ensuing three years. But if it be necessary to fill the office temporarily, it shall be filled by Council.

Pro tempore occupation of office.

3. Tellers (elected as provided by Rule 5) shall, in ballot voting, see that all members of their branch who enter the branch meeting-room receive a ballot paper, on which shall be placed the names of the candidates, and the branch to which they belong. The secretary shall supply them with a list of names and numbers of the members in the branch. One teller shall hand out the ballot papers and affix the branch seal thereto. The other shall keep a record on the sheet supplied by the secretary of those voting, such record to correspond with the number of ballot papers given out. Members having voted must place their papers in the ballot box, which shall be under the strict supervision of the tellers. After the close of the ballot box, the tellers, in conjunction with the president, shall count the votes. When counted the latter shall read to the branch the result, sign the same along with the secretary, then seal it up in a stamped envelope provided for the purpose.

Tellers and their duties.

The tellers shall be responsible for the immediate posting of the same. For these duties they shall be paid sixpence each.

In the event of branches being open for an extended time to enable night-shift members to vote, the pay of the tellers shall be one shilling each. Ballot papers must be kept in the possession of the branch for one month after the returns are due at the General Office. Any violation of this clause shall render the vote of the branch invalid.

4. Any member intimidating members voting, or circulating false or malicious statements in order to influence elections, shall be fined according to the gravity of the offence, but not less than 2*s*. 6*d*.

Intimidation.

5. No member shall be nominated, elected to, or continue in, any office if 10*s*. in arrears. No Executive Councilman, organising district delegate, full-time district secretary, or vacant-book office-keeper shall be eligible to contest for annual meetings of the General Federation of Trades, the Labour Party Conference, or any other body to which the Society may be affiliated, but the Executive Council may appoint and send one or two representa-

Disqualification and time of election.

tives to any of such meetings. Nor shall any member be eligible for any general office who keeps a public or beer house, or who is a partner in any —— firm or business connected with the trade. The new branch officers shall be elected four weeks before they enter on their duties. No officer shall nominate his successor, but shall only give his vote.

Rule 3.—Branch and Summoned Meetings.

Branch meetings.

1. A meeting of the members of each branch shall be held every fortnight for the transaction of its business. All members' contributions and other payments, unless otherwise provided for by rule, must be paid at this meeting. Propositions for new members shall also be decided at branch meetings, except such as may be taken at special meetings, as hereinafter provided for.

Discussions.

Branches may also discuss matters concerning Labour interests generally, and have papers read thereon, always provided that such discussion does not interfere with the ordinary branch business, and is not on questions of a religious nature. Each branch shall be provided with a notice board for the posting of all interesting information. No intoxicating drinks shall be allowed

Meeting place.

in the room during branch meetings. No branch shall be held on licensed premises when other suitable rooms are obtainable, nor shall any branch be removed from one place to another unless by the consent of two-thirds of the members voting at a meeting specially summoned for that purpose; votes to be taken by ballot.

Time of meeting.

2. The business of the meeting shall commence at half-past seven p.m. All branches having more than 100 members shall close their books at ten o'clock, and all not having more than 100 at half-past nine o'clock. Branches shall have a discretionary power to commence and close sooner or later if these hours should

Night of meeting.

be inconvenient. Branches shall have power to change their night of meeting if it falls on a holiday, the alteration to be decided on not less than four weeks previously, and a notice posted on the intervening meeting night.

Branch powers *re* levies.

3. Branches shall have power to make a levy on their members, not exceeding 2*s*. per annum, to meet expenses incurred in support of any local work or general movement instituted to further or promote the interests of the trade or the working class in general. Before this levy can be made or any money paid from this fund

so established a vote of the members of the branch must be taken at a meeting summoned for the purpose, and the summons must state the time when the vote will be taken. This levy shall be called the "Local Affairs and General Purposes Levy;" and, on these same conditions, the branches shall have power to levy for the support of representatives on any local infirmary board or committee, such levy not to exceed 1*s.* per member per annum. Branches shall have power to raise funds by levy on their members for the purpose of assisting other trade societies, but such moneys must be handed over for disbursement to the local District Committee. Branches shall also have power to set up "municipal and local affairs committees," which shall act in conjunction with the General Office "Public Tenders Department," and the duties of which shall be to watch over the interests of the trade in the letting of contracts, to collect information, and generally keep the General Office informed of all matters concerning municipal affairs in which the trade interests are concerned, and to attend such meetings as they may be directed, with a view of furthering the objects here enumerated. The expenses of these latter committees shall be submitted to the branches which have set them up, and, if approved, shall be paid from the levy raised by such branches for the purpose of municipal representation. Australasian, American, South African, and Canadian branches shall have power to levy 2*s.* 6*d.* per member per annum for political Labour Councils.

Branch powers *re* local affairs.

4. The quarterly meetings shall be held on the first regular meeting nights, in January, April, July, and October, when the report of the income and expenditure of the last quarter shall be read over by the auditors to the meeting. This business shall commence half-an-hour after the time of meeting. All officers, including those retiring and holding keys, and those who have been appointed for the ensuing term, must be in attendance, or be fined sixpence each. The retiring president shall preside until the quarterly report be received by the branch, and the new president shall then take his place. Both presidents shall be paid the same as other branch officers, but, in the event of the retiring president being re-elected, he shall only receive the usual amount.

Quarterly meetings.

Change of officers.

5. There shall, if practicable, be a box provided and kept in the place where the branch holds its meetings, in which shall be deposited all moneys (except such as may be held by the

Branch box and keys.

treasurer), and all books, papers, letters, &c. (except such as are immediately wanted), or are otherwise deposited; the box shall be secured by three locks; there shall be three locks also to the cash drawer, the keys of which shall be kept by the president (unless he is a trustee), check-book keeper, and money steward. In branches where the check-book keeper is money steward, the vice-president shall act in the former capacity. The branch books shall be open at all reasonable times to inspection by any member or person having an interest in the funds.

Branch books.

Security of branch property.

6. Branches must adopt the best means they can obtain in their respective localities for the security of branch and cash boxes and their contents; the landlord, owner, or tenant of the place in which they are kept shall give security for their safety, bonds for which may be had on application to the General Office; but should the landlord, owner, or tenant refuse to give security, branches shall have power to insure the same to the extent of £20.

Reports of branches abroad.

7. All branches under the jurisdiction of the American, South African, and Australasian Councils shall send a copy of their quarterly and yearly reports to the said Councils at the same time as they forward the report to the General Office.

Branch powers *re* members of other branches.

8. Any member desirous of visiting a branch other than that of which he is a member, shall be admitted on producing his contribution card, or such other evidence as may be deemed satisfactory by the president. He shall not be allowed to take part in the proceedings unless with the consent of the meeting; and should he misconduct himself he shall be subject to the penalties provided in Rule 39.

Special meetings.

9. In cases of emergency the president, secretary, committee, or referee of a branch shall have the power of summoning a general meeting; if practicable, the business shall be stated and the hour of meeting shall be intimated to the members. For this purpose the secretary shall be provided with a book, in which he shall insert the address of each member. Any member changing his residence, and not informing the secretary on or before the following branch meeting night, shall be fined 1*s*., unless a satisfactory reason be given.

Branch powers *re* roll call.

10. At all summoned meetings the roll may be called over half-an-hour after the time specified; and any business transacted at a special summoned meeting shall not be binding, unless the

members have been duly summoned. Such a meeting shall strictly confine itself to the objects specified in the summons. The mode of sending summonses shall be at the discretion of each branch. Branches shall have a discretionary power in calling the roll, and may fine members for not attending summoned meetings, or for leaving such meetings before transacting the business for which they are summoned, such fine to be 3*d*. The following are, however, exempt from this fine, namely: Those holding positions as foremen; those who are over fifty-five years of age; those who are working or residing three miles from the clubhouse; and those who, having attended the meeting, have obtained leave of absence from the branch president. Any member sending a false apology, or knowingly giving a false apology, for an absent member, shall be fined 2*s*. 6*d*. Those exempt from fine.

11. The asterisks, or small stars, on the members' contribution cards shall answer for a summons on the nights for election of branch officers, except at the general summoned meeting night in December (in Australasian, American, and Canadian and South African branches, September), when they shall be summoned by circular. Stars on contribution cards answer for summons.

Rule 4.—Branch Committee.

1. There shall be a branch committee (which shall also be, in single branches, the District Committee), composed of members who have been in the Society two years (except in new branches), who shall be elected at the general summoned meeting for the election of officers every three months. This committee shall consist of not less than five nor more than seven members, exclusive of president and secretary; each member shall be elected for six months, the majority and the minority retiring alternately. Branches having 100 members or less shall have five committeemen, and those having more than 100 shall have seven. Branches must be very careful in the selection of their committees, so that in all cases such committees may be so composed as to give fair and impartial decisions, and no member shall sit to adjudicate upon any case in which he is personally concerned. A majority of the committee shall form a quorum. Constitution of committee.

2. Branch committeemen shall attend at such time and place as may be specified by the president, secretary, referee, or a Convening of meetings.

majority of the committee, who shall order the secretary to issue summonses for that purpose. All decisions arrived at by the committee shall be final, subject to the right of appeal, within one month, to a summoned meeting of the branch. Should any case come before a branch committee on which the rules are silent, the case and the decision of the committee shall be stated in the Monthly Report, provided that such decision be approved by the Executive Council; the same to be a guide to all other branches. The above shall also apply to the Australasian, South African, and American Areas in which any decision may be published in the reports issued by the respective Councils. The decision shall be entered in the branch minute book, and in the book specially provided for the purpose, which shall be open for inspection on regular meeting nights.

Committee's decisions.

Committee's powers.

3. The committee shall have power to summon any officer or member to attend its meetings, and to call a special summoned meeting of the branch when it deems it necessary. It shall also have access to all books and accounts of the branch bearing upon the matter to be decided. When a committee is desirous of receiving further evidence or information in any case under its consideration, other persons, not being members, or being members of another branch, may be summoned to give such information as the committee may be desirous of obtaining, and shall receive, with the consent of the committee, the same remuneration as members of the committee.

Witnesses.

Special half-yearly meetings.

4. Branch committees shall, every three months, examine into cases of long continued receipt of benefit, and shall have power to bring cases of suspicious conduct, incompetency, or manipulation before the branch or the Executive Council, with a view to the member being dealt with in accordance with rule. Such examinations may be retrospective. The committee shall also have power, in accordance with donation rule, to compel members under fifty years of age to take travelling cards.

Position of president and secretary.

5. The branch president and secretary shall attend and may express their opinions at all meetings, but shall not vote, nor be for any other purpose members of the committee, except in the event of the votes being equal, when the president shall give a casting vote. The minutes of the committee's proceedings shall be signed by the president at the close of the meeting, and must be read up at the following branch meeting.

6. Members of committees shall attend all meetings at which their presence may be required, or be fined 6*d*., unless a satisfactory reason be given for non-attendance; and shall be allowed the sum of 6*d*. for each attendance, president and secretary included. Any committeeman, or witness, residing more than two miles from the place of meeting shall receive third-class return railway, omnibus, or ferry fare. Members being summoned to attend a branch committee, and not attending, shall be fined 6*d*., unless a satisfactory excuse be given to the committee. Payment and fines of committeemen.

Rule 5.—Branch Officers; Payment and Penalties.

1. Each branch of the Society shall be under the government of a president, and such other officers as the rules direct. The number of officers in each branch shall be regulated as follows: Branches having not more than twenty members shall have three officers, viz., president, secretary, and check-book keeper; branches having more than twenty, and not more than forty members, four officers, including doorkeeper; branches having more than forty, and not more than seventy members, five officers, including vice-president; branches having more than seventy, and not more than 150 members, six officers, including money steward; branches having more than 150 members, seven officers, including assistant secretary; branches having more than 100 members may have an additional doorkeeper if necessary. There shall also be two tellers elected quarterly by each branch, whose duties shall be to attend to all ballot elections, and report the result of the same to the branch president. Number. Tellers.

2. A member of each branch shall also be appointed, whose duty shall be to distribute the monthly *Journals* to those purchasing the same, and to endeavour to increase the circulation. He shall adopt the best means practicable for the distribution of the *Journals* to the subscribing members, shall be responsible for the number of copies received, and shall give an account to his branch of the number of copies received and sold, and also settle for the same with his branch every branch meeting night. He shall be appointed at the annual election of officers in December. His name and address shall be inserted in the Corresponding List, and the *Journals* shall be sent to such address. He shall be paid at the rate of 2*d*. per twelve copies sold, this to cover all expenses. *Journal* salesman; duties and payment.

Penalties for neglect of duty.

3. Any branch officer not attending in time shall be fined 6*d*., unless a satisfactory reason be assigned to the branch; and if absent the whole evening shall, in the absence of satisfactory explanations, be fined the sum of 1*s*. The officer appointed who neglects to read a detailed account of the income and expenditure for the previous fortnight shall be fined 1*s*.; also the president if he neglects to have that duty carried out shall be fined 1*s*. Any officer whose duty it is to hold the keys of the box who leaves before the meeting is closed, without the sanction of the branch, shall be fined 1*s*. Any member who, being present at a branch meeting and being proposed and seconded for office in the branch, refuses to stand his nomination, shall be fined 6*d*.; this fine to be strictly enforced unless he can show a reasonable cause for such refusal.

Exemptions.

4. Members will be exempt who are above fifty-five years of age, who reside two miles from the clubhouse, or who are holding situations as foremen. The president shall, before any member is elected, ask the secretary if the candidate is 10*s*. in arrears.

Penalties for refusing office.

5. Any member may be nominated or elected in his absence if he has notified his willingness to take office. Any member refusing to accept office after his election shall be fined 1*s*.; but any member having served or paid the fine shall not be liable to be re-elected for a period of twelve months, unless all the members have served office or paid the fine, when he shall be again liable to be elected or have the fines inflicted until the branch be furnished with officers.

Liability for damage to branch property.

6. Officers whose duty it is to hold the keys of the branch box shall produce them to the trustees when required; also at the branch meetings, and should they neglect to do so and thereby cause the box to be damaged, such damage shall be repaired at the expense of the officer or officers so neglecting, and the amount, if not paid, shall be placed to their debit at the end of the quarter.

Payment for attendance and duties.

7. Each branch officer, including the branch treasurer if a member, shall be allowed the sum of 6*d*. for his attendance on branch meeting nights, except the money steward, who shall be paid as follows: 6*d*. up to 100 members, and 3*d*. for every additional 100 or part thereof, but these officers shall not be paid for more than 300 members. The number of members on the books at the beginning of the quarter shall be the basis of calcu-

lation in all cases except that of branch secretary. If a member holds the dual position of check-book keeper and money steward, he shall be paid the sum of 9*d.* for his attendance. All officers before going out of office shall deliver up to the new officers all books, moneys, papers, receipts, letters, or any other property which may be in their possession belonging to the Society.

Giving up possession on leaving office.

Rule 6.—Branch Officers: President, Vice-President, and Assistant Secretary.

1. The president and vice-president of each branch, and, in branches numbering 150 members and upwards, the assistant secretary, shall be chosen by a majority of the members present at the general summoned meetings in March and September, except in the American and Canadian branches, in which the elections shall take place on the last meeting night in November. No member, except in new branches, shall be elected as president, vice-president, or assistant secretary who has not been in the Society for fifty-two weeks successively.

Election.

Qualifications.

2. The president shall preside over all meetings connected with the branch, sign all minutes, and see that the business is conducted with propriety and order. He shall, when the auditors deliver their report, inquire of them whether the accounts of the branch have been correctly and intelligibly kept, and whether they have fulfilled all the duties imposed on them by rule. If the report receives the approval of the branch, the president shall affix his signature thereto before retiring, and the copy thus signed shall be sent to the General Office. He shall, when necessary, sign credentials for the branch secretary in the event of the latter officer being appointed to act in any other representative capacity. He shall read, or appoint a member to read, the correspondence of the past fortnight and arrears notice, as supplied by the secretary. Should it occur that the president or vice-president, or both, are absent, their offices shall be filled by election from the members present. The president shall not be allowed to vote on any question affecting the government or business of the branch unless there be an equality of votes, when he shall give a casting vote. On all general questions submitted to the votes of the members throughout the Society, the president will be entitled to vote, but on no occasion can he give two

Duties of president.

Voting and powers of president.

votes. All fines imposed by these rules, unless otherwise specified, shall be imposed by the branch president.

Duties of vice-president.

3. The vice-president (in branches not having an assistant secretary) shall take the minutes of the business transacted at general meetings, and shall read from the cash book a detailed account of the income and expenditure for the previous fortnight.

Duties of assistant secretary.

4. The assistant secretary, in branches having one, shall take the minutes of all general meetings, and read the detailed account from the cash book of the income and expenditure for the previous fortnight.

Rule 7.—Branch Secretary.

Qualification and election of secretary.

1. The secretary of each branch must be a full member, and shall be nominated on the meeting night previous to his election, such election or re-election to take place annually, in accordance with Rule 2, on the meeting night for the election of officers in December, except in the Australasian, American, Canadian, and South African branches, which shall elect their officers in September, and branches which, by their excessive distance from the General Office, render it necessary to elect the secretary and referee earlier. The names must be forwarded in time to be issued with the list of corresponding officers for the ensuing year. The secretary shall have been in the Society for four years successively (except in new branches) before he can be elected to office. No member shall act as secretary who keeps a public or beer-house.

Publican disqualified.

Duties *re* entry of contributions and levies.

2. The secretary shall attend the meetings of his branch, and on the general meeting nights he shall enter all levies, contributions, and arrears deducted from benefits in the book provided for that purpose, also on the members' contribution cards, and sign the same. He shall also post the dates, amounts, and names of each levy. He shall keep the accounts of his branch in a clear and intelligible manner, and keep all documents, accounts, books (bank book and check-book excepted), and papers belonging to his branch in such form, manner, and place as the branch may appoint, and shall conduct such correspondence as belongs to his office. He shall have the check-book at the conclusion of the audit, for the purpose of transferring the names and arrears of members to the forthcoming quarter. He shall, where practicable, send one notice to all members who are 15*s.* in arrears, and a

Duties *re* accounts.

Duties *re* arrears

further notice when 21*s*. in arrears, in addition to posting their names in the meeting-room. He shall also post the names of excluded members for three successive meeting nights in a conspicuous place in the meeting-room, and shall, if practicable, notify in writing every member so excluded. He shall furnish the president with a programme of the business to be brought before the meeting, as far as may be practicable. and business of branch.

3. The branch secretary, on the admission of any candidate, shall issue for him an entrance card, and enter in the entrance book and card the amounts paid by or on account of such candidate, before and after his admission, until the whole entrance fee has been paid. He shall send all proposition forms to the General Office within one month after admission or rejection. He shall make out all cheques for the payment of every item of expenditure incurred by the branch. He must deduct all contributions and fines due, owing from members declaring on benefit, and, on the following meeting night, shall enter the amount so deducted in the contribution book and on the member's contribution card, also the number of days exempt from contributions during the quarter. He shall fill up all clearances and travelling cards, shall attend to the vacant book of his branch, and shall be held responsible for advancing more than two days' donation to any member on travel. He shall summon committee, special, and general meetings, and take the minutes of the same. He shall supply the branch tellers with a list of the names and numbers of the branch when such list is required for ballot votes, and he shall also write out the credentials, *i.e.*, certificates of identity and election for Executive Councilmen and delegates, stating the length of time they have been members of the Society, and their financial position. Duties *re* entry of members. Duties *re* members declaring on benefit. Duties *re* summoned meetings and elections.

4. He shall, monthly or oftener, report to the General Secretary (such report to arrive at the General Office not later than the second day of each month), giving the state of trade in his district, the number and departments of trade to which the members belong who are out of employment, and those in receipt of benefit, and shall state if there is a probability of men being wanted. Duties *re* monthly report.

5. The secretary shall prepare a report at the end of each quarter (ending on the last meeting nights in March, June, September, and December), containing a detailed account of the Duties *re* quarterly report.

income and expenditure as set forth in the forms provided for the purpose, the total amount of arrears, with the average per member on the last meeting night of the quarter; also the number of members in the branch, and the number and names of those who have been admitted or excluded during the quarter, together with other information as to age, trade, married or single, so that such particulars may be compiled and kept at the General Office for the purpose of reference, for superannuation or otherwise.

Duties *re* yearly report.

6. He shall prepare a yearly report, ending on the last meeting night in December. The American and Canadian branch secretaries shall send in their accounts in £ *s.* *d.* as well as in dollars and cents. (The Australasian, American, Canadian, and South African branch secretaries shall close their financial year at the end of the September quarter.) With the yearly report he shall send to the General Office the whole of the auditors' names for the year, so that they may be published with the branch accounts, and also a duplicate of the financial statement contained in the yearly report, also the names and addresses of the secretary, referee, treasurer, and trustees, and that of the club-house, and the nights of meeting, within the first three days after the election in December (except in the cases of Australasian, American, Canadian, and South African branches, which shall be within three days after the election in September). If secretary of a branch where there is no district committee, he shall supply to the General Secretary such information as to trade customs and rates of wages as may from time to time be required by the Executive Council. He shall send, with the quarterly and yearly reports, the names of all who have been excluded, with the causes of such exclusion.

Duties *re* supplying general information.

Re exclusions.

Re date of quarterly and yearly reports.

7. The secretary shall send in the quarterly and yearly accounts, duly signed by the auditors and branch president, to the General Secretary within eighteen days of the close of each quarter and year, but in no case shall he forward the same without first submitting them to the branch meeting for approval.

Re unemployed.

He shall, at least once in each week (or oftener if necessary), furnish to the registrars a list of the unemployed members in the branch (on sheets supplied by Executive Council), so that a complete list may be accessible to members or others in search of men to fill situations.

Re alteration of rules.

He shall forward to the General Office, in accordance with

Rule 18, all suggestions which have been adopted by the branch for the alteration of rules.

He shall enter a record of all benevolent grants as they are paid to members of his branch, and, in the event of such members being transferred to other branches, he shall enter the record on the clearance form. *Re* record of benevolent grants.

He shall enter notifications of accidents in the branch minute book, order the payment of funeral benefit, and notify the General Office on the death of a member of his branch. *Re* record of accidents.

He shall also forward the name and address of the member of his branch who is appointed for the purpose of distributing the monthly *Journals*. He shall supply the branch referee with a copy of the Monthly Report. He shall instruct the sick stewards on it being necessary for such an officer to visit a sick member, and in conjunction with them shall have power to allow sick members to remove. *Re* Journal salesman.

No secretary shall be allowed to take any member's contributions out of the branch meeting, except those of seagoing and registered members, or such as are remitted by post. Money so left or remitted must be paid into the branch at the first regular meeting thereafter. In the Colonies, America, and other places where the conditions are such that members find it impossible regularly to attend branch meetings, the local Council shall have power to make a rule suitable to the conditions, subject to approval by the Executive Council. *Re* contributions paid out of branch.

For neglecting any of the duties enumerated in the foregoing clauses, the secretary shall be fined 5*s*. For sending a fraudulent or wilfully inaccurate report, he shall be fined £3, not allowed to hold any office again, or may be excluded from the Society. Penalties for neglect.

8. Should it be necessary for a secretary (or other member) to absent himself from his employment—if he lawfully may—to obtain men to fill situations which may be vacant, he shall be remunerated at the rate of wages he is then receiving, irrespective of overtime and piecework. He shall also receive third-class return railway, tram, omnibus, or ferry fares. In the Colonies and America the fares shall be at the lowest rates recognised by Europeans. Such expenses shall be submitted to the first meeting of the branch for its approval or otherwise. Any member imposing on the Society in reference to these expenses shall refund the money improperly obtained, and be fined 5*s*. *Re* obtaining men. Penalties *re* imposing.

Resignation or removal.

9. Any secretary wishing to resign office shall, if possible, give to his branch one month's notice. Any secretary whose conduct shall be found unsatisfactory by a summoned meeting of the branch, convened for that purpose by the president, committee, or referee, shall be liable to be removed from office upon receiving notice from such summoned meeting, and shall deliver up, immediately on demand, all books, papers, and other property of the Society, to the trustees of the branch. No secretary shall be allowed to act either as treasurer or trustee of his branch, nor shall he, under any circumstances, draw money from the treasurer for the purpose of paying members or otherwise. In no instance shall he receive his salary until his books have been audited and found correct. The branch secretary's salary shall be paid quarterly by the branch treasurer, on receipt by him of an order, countersigned by the branch auditors, for the number of members belonging to his branch on the last meeting night in each quarter. All cheques paid by the branch treasurer after the last meeting night in any quarter must be considered expenditure for the following quarter.

Barred from other offices.

Salary.

Basis on which paid.

The scale of secretaries' salaries shall be as follows:—

Members.	Per Annum.	Per Quarter.	Intermediate Members per Quarter per Member.
	£ s. d.	£ s. d.	d.
10 ...	1 17 6 ...	0 9 5 ...	5
40 ...	4 7 6 ...	1 1 10 ...	4
70 ...	6 11 3 ...	1 12 10 ...	4
100 ...	8 15 0 ...	2 3 9 ...	3
130 ...	10 12 6 ...	2 13 1 ...	3
190 ...	13 15 0 ...	3 9 0 ...	2
250 ...	16 5 0 ...	4 1 3 ...	1
300 ...	17 5 8 ...	4 6 5 ...	1

In no case, however, shall secretaries be paid for more than 300 members.

Branch secretaries shall be paid 2*d.* per quarter for each insured member and 1*d.* per quarter for insured apprentice members.

Rule 8.—Branch Referee and his Duties.

Election.

A referee shall be appointed annually at the meeting for the election of officers in December (with the exception of Australa-

sian, American, Canadian, and South African branches, in which he shall be elected in September), whose address shall be sent to the General Secretary within the first three days after election. His duties shall consist in answering any communication that may come under his notice, consequent upon the neglect of the secretary in not attending to the correspondence connected with his office. Whenever he receives any such communication he must submit the same to the following branch meeting. When transacting business he shall be paid the same as other branch officers. If he neglects any of the duties of his office he shall be fined 2*s*. 6*d*. On leaving office he shall deliver up all books, papers, and other property of the Society he may hold.

Duties. Payment. Penalties.

RULE 9.—CHECK-BOOK KEEPER, MONEY STEWARD, DOORKEEPER, AND SICK STEWARD.

1. The check-book keeper and money steward shall be elected at general summoned meetings on alternate quarterly nights, and shall each continue in office for six months. (In branches having only seventy or a less number of members, the check-book keeper shall act as money steward.)

Election.

The check-book keeper shall check the cards, shall enter the amount in the branch check-book, and shall be answerable for all moneys entrusted to him.

Duties of check-book keeper.

The money steward shall receive all payments from the members and enter the amounts taken in a book provided for the purpose, and be answerable for all moneys entrusted to him, but on no consideration shall he take the Society's money away from the branch meeting-room. On each settlement with the treasurer he must, before paying him the amount advanced, see that the treasurer's name is signed across the face of each cheque and pay sheet, on the back of which the money steward shall also sign his own name in evidence of the treasurer having been paid the amount stated. He shall also insert the income and expenditure in his book, and balance the same each meeting night.

Duties of money steward.

2. Doorkeepers shall be elected at summoned meetings, and shall act for three months, except in branches having two doorkeepers, when they shall serve six months, and be elected alternately, non-free members being eligible for election. They shall attend all meetings and assist the other officers in any business of

Doorkeepers: number and duties.

the branch. The inside doorkeeper shall at all meetings keep the door closed when any member is speaking. He shall not admit any member who is not known to him unless such member produces his contribution card, or obtains some other member to answer for his membership, nor shall he admit any member in a state of intoxication, and on no account shall he take money from a member outside the branch-room on summoned meeting nights.

Sick stewards: number and duties.

3. Branches shall have a discretionary power as to the number of, and mode of, appointing their sick stewards, and any full member shall be liable to be called upon to serve as such when he has been in the Society twelve months. A sick steward shall visit the sick once in each week, or oftener if the branch think it necessary, except in cases where the member is afflicted with an infectious disease, in which case his medical attendant shall be consulted. But in all cases where there is no infectious disease, the sick member must be seen by the sick visitor. The sick stewards shall, when necessary, remit sick, superannuation, or donation benefit, and shall receive 2*d*. for each remittance, but the cost of remitting donation and superannuation benefits must be deducted from those benefits. They shall report every visit personally, or in writing, to the secretary once in each week, and to the branch on the meeting night. They shall be provided with a book, which must be signed by the sick member each time he is visited (or, if he is not able to sign, by his friends in his presence), the date he is visited being noted therein. They shall pay the sick member as early as possible on Friday evening, unless he resides more than two miles from the clubhouse, in which case he shall be paid not later than Saturday at 6 p.m. But if a sick member resides more than two miles from his own or any other branch, his sick pay may be sent by post. For neglecting any of the duties enumerated in this clause a fine of 6*d*. will be imposed.

Signing of book.

Time of payment of sick benefit.

Payment of sick stewards.

4. A sick steward shall receive 3*d*. for each visit paid to a sick member, and shall be held responsible for all moneys entrusted to him. He shall attend on regular meeting nights at the time appointed by each branch, report how he found the sick, and produce the sick book to the president, who shall examine and sign the same. For non-attendance he shall be fined 1*s*., unless a satisfactory excuse be given to the members on

Penalties for neglect.

the following meeting night, but should he be unable to fulfil his duties through sickness, leaving the district, or any other cause, the secretary shall appoint another member to fill his office until the next meeting of the branch.

Rule 10.—Auditors.

1. Each branch in single branch districts shall elect two auditors and a provisional auditor, each of whom shall serve for twelve months, one of whom shall retire in June, and the other two in December. (In Australasia, America, and South Africa the elections shall be in March and September.) They shall be elected at summoned meetings in the months mentioned. Election.

In districts comprising two or more branches each branch shall elect the auditors, and send the names to the District Committee. The committee shall then appoint two auditors and a provisional auditor to audit the accounts of each branch in the district, all the auditors being used for the purpose.

Auditors shall have been members of the Society for two years, except in new branches. No president, secretary, vice-president, check-book keeper, assistant secretary, money steward, sick steward, trustee, or treasurer shall be eligible to audit the accounts of their own branches. Immediately before the election, the second and third clauses of this rule shall be read by the president to the meeting. Qualification and disqualification.

2. Branches must be most particular in their selection of auditors, in order that confusion and mistakes in the books may be avoided and fraud prevented from being practised upon the Society. Their duties shall be to audit the income and expenditure of a branch for the quarter in which they are elected, and also for the three following quarters. In districts of more than one branch they may be required to audit the accounts of any branch within such district to which they may be sent by the District Committee. These duties shall be carried out according to the instructions set out for auditors' guidance in the Manual issued for that purpose, which they must obtain from the branch secretary. They shall, in the course of the audit, examine all the books kept by the branch or its officers, and the branch bank book. They shall report whether such books have or have not been correctly and properly kept, and whether or not mem- Duties *re* audit. Manual.

Contributions. bers' contributions have been properly entered in the contribution and check-books, and correctly added and transferred, with any income arising from fines, to the cash book. They shall also see that members' names have been properly transferred at the end of the quarter to the new books, and the contributions, fines, and levies, if any, owing from them to the Society properly transferred. They shall examine the expenditure of the branch, whether relating to benefits, payments to other branches, the General Office, the District Committee, or other incidental expenses, together with the published list of travellers in monthly reports, all of which they must check carefully and compare with vouchers. They must demand receipts and vouchers for every item of expenditure and money deposited, and see that the interest thereon is duly entered in the branch accounts. They shall also examine the account of every member who has been on benefit, and shall see whether or not every such member was entitled under these rules to receive benefit.

Expenditure of branch.

Receipts and vouchers.

Benefits.

Quarterly and yearly report. 3. They shall examine the quarterly and, during the audit for the last quarter of the year, the yearly report of the branch secretary, and, on being satisfied of its correctness by examination of all necessary documents, shall sign the same; and shall then countersign an order on the branch treasurer for the secretary's salary. At the meeting next following the audit they shall read the quarterly or yearly reports to the branch. Such reports shall contain a statement of the receipts and expenditure during the last quarter, of the money in the hands of the branch at the commencement and conclusion of the quarter or year, and any other necessary information relative to the accounts, or the way in which the same are kept.

Time of audit. 4. All audits must commence within eight days after the close of the quarter, and the two auditors shall attend during the whole audit. After the auditors' report has been signed and sealed by the branch president, the auditors must post the same to the General Office.

Penalties for absence and neglect. 5. If a satisfactory reason for absence be not given to the branch, the auditor who was absent shall be fined 2*s.* 6*d.* If any auditor who has been engaged in the audit be absent from the quarterly meeting without satisfactory reason being assigned, he shall be fined 1*s.* If any auditor be proved to the satisfaction of

a branch meeting to have wilfully neglected any of the duties imposed by this rule, he shall be fined 2*s*. 6*d*.

6. Each branch auditor shall receive third-class return travelling fare if he resides more than two miles from the clubhouse. He shall be paid according to the following scale. If at the end of the quarter there are:— Payment of auditors.

		s.	*d*.
Not more than 25	members	2	9
,, 50	,, ...	3	6
,, 100	,, ...	4	3
,, 150	,, ...	5	0
,, 200	,, ...	5	9
,, 250	,, ...	6	6
Up to or over 300	,, ...	7	3

The above shall be paid quarterly, and shall be paid to the provisional auditor if called upon to act in the absence of the auditor first selected by the committee.

All branch officers (including the provisional auditor if called upon by the District Committee), secretary, and treasurer (if a member), who may be required to attend the auditing of the accounts, shall receive the sum of sixpence each for such audit.

Branch auditors shall be paid 1*d*. for every five insured members per quarter.

List of Books for Auditors.

List of books to examine.

Contribution and Check Books.
Proposition and Entrance Book.
Cash Book.
Bank Book and Deposit Receipts.
Money Steward and Treasurer's Books.
Donation Check Book and Sheets.
Sick and Superannuation Check Books and Sheets.
Benefit Book and Sick Steward's Books.
Registration Book; also Book for Fines.
Vacant Book and Minute Book.
Residence and Wages Book.
Declaration Book.
District Committee's Check Book.
List of Travellers in Monthly Reports.
Benevolent Grant Book.

Rule 11.—Branch Treasurers and Trustees.

Qualification, election, and removal.

1. The treasurer of each branch shall be a householder, and shall be elected annually, on the summoned meeting night for the election of officers in December, and shall be subject to dismissal if he does not give satisfaction to the branch. But it is not requisite that the treasurer should be a member. His

Duties.

duties shall be to pay all cheques signed by the secretary which have the branch seal thereon; but in no case shall the treasurer advance money to the secretary on any cheque presented by him unless such cheque be signed by one of the auditors, or countersigned by the president or vice-president. The branch shall advance any sum requisite to defray the expenses from meeting night to meeting night, upon a bond signed by the treasurer; the said sum or any balance thereof that may be in hand shall be produced to the auditors at each audit. (Treasurers

Signing the bond.

to whom money is not advanced shall also sign a bond in accordance with Rule 3, clause 6, and the amount and date when such bond is signed shall be entered in the minute book at the time of each election.) The treasurer shall be provided with a book in which he shall enter the amount of checks and moneys paid

Payment.

on account of the branch. For his services he shall receive a fixed salary, as follows: 2*s.* 6*d.* per quarter in branches having ten members, increasing at the rate of 8*d.* for every ten up to 300 members.

EXAMPLE.

Members.	Per Quarter. s. d.	Members.	Per Quarter. s. d.
10	2 6	40	4 6
20	3 2	50	5 2
30	3 10		

And so on to 300, £1 1*s.* 10*d.* per quarter, or £4 7*s.* 4*d.* per year.

Branch treasurers shall be paid $\frac{1}{2}d.$ per quarter for every insured member.

Election of trustees.

2. Each branch shall elect five trustees on the first summoned meeting night in December (Australasia, Canada, America, and South Africa in September), the duties of whom are laid down in Rule 32.

Rule 12.—Vacant Books.

1. Each branch shall be provided with a vacant book, which shall be kept as the branch may direct, and in which there shall be kept a list of shops, and the address of the registrar. A list of shops and meal hours shall also be kept by the secretary of each branch, except in towns where more than one branch exists, in which case it shall be left to the discretion of the District Committee how, and in what place, such list shall be kept. How kept.

2. Every member out of employment who is in receipt of donation, and residing within two miles from the clubhouse or vacant-book office, must each day (Sundays and usual district holidays excepted) sign his name and place the number of his contribution card in the vacant book, in ink, or answer to the vacant-book keeper where the vacant book is so kept; but should any member reside more than two miles from any clubhouse or vacant-book office, he shall sign every alternate day (Sundays and the usual holidays of the district excepted), at such hours as each District Committee may appoint, but not later than five o'clock in the evening or twelve o'clock on Saturday, but in the event of the members in any specific section of the district residing outside the two-mile limit, it shall be at the discretion of the District Committee to arrange for a special book or books more convenient to those members. If the member reside five miles, but less than ten, from the clubhouse or vacant-book office, the regulation of his case shall be left to the discretion of the branch; but in no case shall any such member sign less than once a week. In the case of members distant ten miles and upwards, the branch may use its discretion, but in every such case the member must send in a certificate weekly, signed by two members or two respectable householders, testifying that he is unemployed. In countries outside the United Kingdom, District Committees shall have power to regulate the time of attendance and distance to travel to sign the vacant book. In the event of a member having contagious or infectious sickness in his family he shall be exempt from signing for the time being, on the production of satisfactory evidence to the secretary. Any strange member wishing to use the vacant book shall produce a travelling card or a certificate of membership before being allowed to do so. No secretary shall be allowed to grant leave to any member to omit to When signed. Exemptions. Strange members signing.

Penalties for non observance.

sign the vacant book, except in the case of such as may be going a distance in search of employment. Any member neglecting to sign as specified shall for each neglect lose his day's allowance.

Reading of book at branch meetings.

3. The vacant book shall be brought up each branch meeting night, and the names of the members signing the same read over at the meeting, and all members signing must attend the branch meeting at least once each month, or be fined 1*s*.

Notification of vacancy or of starting work.

Whenever a member knows of a vacancy, or leaves one situation to go to another, or if he gives or receives notice to leave his employment, he shall give information in writing to the secretary of the branch to which he belongs, and to the nearest branch secretary or vacant-book keeper, within twenty-four hours, or be fined 2*s*. 6*d*. for each neglect, unless a satisfactory excuse be given to the branch. Any member commencing work must inform his branch secretary, also the nearest branch secretary where he is at work, in writing, within forty-eight hours, and also give his rate of pay within three days after receiving the same, or be fined 1*s*. The last sentence relating to members notifying secretaries shall be printed on pence cards.

Central book offices.

4. There shall be central vacant-book offices in Glasgow, Leeds, Liverpool, Manchester, and Bolton. There may be also central vacant-book offices established in Newcastle-on-Tyne, Belfast, Cardiff, Birmingham, Oldham, Melbourne, and Sydney, or at any of those places, provided that a majority of the members in any of them vote in favour thereof at any time.

Duties of central book-keeper.

In each case the duties of the vacant-book keeper shall be to forward to each branch secretary in his district a statement of the attendance at vacant book of their respective members once each week; he shall also post in the vacant-book office a record of the members sent to situations, and the branch to which they belong.

Re accounts.

He shall keep a correct account of all income and expenditure of his office, and his report shall be audited at the end of each quarter by auditors appointed alternately by each branch in the district, who shall examine all vouchers and receipts and report to their next branch meeting, such auditors to be paid for their services the same as District Committeemen. The accounts so audited shall be forwarded to the General Office in time for the quarterly and yearly reports.

Re reports.

Payment of book-keeper.

The vacant-book keepers (except those of Glasgow, Melbourne, and Sydney) shall be paid quarterly, on

a graduated scale as follows, viz., £30 per annum for the first eleven branches or part thereof using the vacant-book, and £5 for each succeeding seven branches, with house rent, coal, and gas free. Such salary shall include all reasonable expenses in connection with the office, the rooms of which shall be kept clean and in order for branch and other meetings for which they may be required. They shall be elected every three years, in December, and shall be under the control of the District Committee. Candidates for this office shall be nominated by the various branches at least six weeks before election, and shall have a membership of at least four years' standing. The names shall then be printed and submitted to the various branches at least four weeks before election, which shall take place at meetings of the branches in each district summoned for that purpose. Election.

The vacant-book keepers at Melbourne and Sydney, in the event of offices being set up at those places, shall be paid not less than 50*s*. per week. The amounts so allowed shall cover the whole cost of maintenance of the offices in question.

5. Where practicable all branches within two miles of vacant-book office, shall hold their meeting therein, in preference to any other premises. Vacant-book offices shall be connected with the central telephone office of their district. Branches meeting in vacant-book offices.

6. In any town where there are three or more branches, but no vacant-book office, a register shall be kept, which shall contain the names of members out of employment, their addresses and the branch to which they belong, as well as the class of work to which they are accustomed, the same to be under the control of the District Committee, who shall appoint an officer to attend the same, and whose name, address, and place where register is kept shall be placed in list of corresponding officers. His duties shall be to answer any application for men that may be wanted. Register of unemployed.

Districts in towns of large area (where no vacant-book office exists) shall have power to appoint more than one central register if requisite. The member or members appointed thereto shall be paid the sum of 2*s*. 6*d*. for each branch per quarter comprising such central register, the appointment and payment to be made by the District Committee. Payment of registrars.

The register shall be kept in such manner and place as the District Committee may annually determine, and as, in the Control.

opinion of the committee, will best serve the objects intended by this clause, namely, getting members speedily into situations.

Rule 13.—District Committee.

Constitution of committee.

1. In districts having more than one and up to seven branches, seven members shall form a District Committee, each branch to be represented as nearly as practicable according to their numbers. In districts of more than seven and up to eleven branches there shall be one District Committeeman for each branch; in districts of a number of branches from eleven up to twenty-two the number shall be eleven, and the branches shall be grouped by the District Committee for the purposes of election; and in districts where there are more than twenty-two branches there shall be one District Committeeman for each two branches. Single branches in closely adjoining towns shall be grouped with existing District Committees, or new districts shall be formed by the Executive Council. All branches within a radius of ten miles shall constitute a district. A majority of the members of any District Committee shall form a quorum, but when unable to form a quorum the members present shall be paid as if a meeting had taken place.

Majority to form quorum.

Provisional committeemen.

A branch or branches may elect a Provisional District Committeeman, who will attend District Committee meetings when the acting District Committeeman cannot attend, and he must inform the Provisional District Committeeman.

Powers *re* vacant-book offices, &c.

2. District Committees shall have full control of vacant-book offices, district registrars, and vacant-book keepers in their districts, but no member of a District Committee shall act as a vacant-book office auditor.

Approval of E. C.

They may pass resolutions on all matters here following, which on approval by the Executive Council, but only with such approval, shall be binding upon all members working within the respective districts, and shall be enforceable by fine not exceeding £3, by suspension from benefits, or by expulsion from the society. They shall also allocate the holidays in their respective districts, as laid down in Rule 25, clause 5.

Re penalties.

District Committees shall have no jurisdiction in matters of branch business (except in conjunction with branches in connection with local levies), but shall have power (subject to the

approval of the Executive Council) to deal with and regulate the rates of wages, hours of labour, terms of overtime, piecework, and general conditions affecting the interests of the trade in their respective districts. In respect to resolutions which are disapproved by the Executive Council, the Council shall give a detailed statement of the reasons for such disapproval to the District Committee or Committees concerned. They may enter into negotiations with employers in their respective districts, with a view to having shops worked exclusively by our members. [In seaport towns they shall have control over and fix the rate of wages for seagoing engineers.] Systematic overtime shall not be allowed in any district, and District Committees should see that this is strictly enforced, and also minimise overtime as far as possible. . . . . Systematic overtime shall be defined by District Committees in each district. District Committees shall define all cases claimed as emergency, and members must not under this plea work more than the stipulated amount of overtime without the consent of the District Committee. Committees shall be allowed to appoint sub-committees from their own body, and to send deputations—chosen either apart or from their own body—to employers in their districts on questions likely to cause disputes, with a view to an amicable settlement of the same; and in cases of emergency they shall have power to appoint deputations to interview employers or their officials, prior to the sanction of the Executive Council being obtained. Such deputations, unless by sanction of the Executive Council, shall not consist of more than three members, and, together with sub-committees, they shall be paid the same as District Committeemen.

Re wages, hours, and conditions.

Re negotiations.

Re overtime.

Re sub-committees and deputations.

3. The president and secretary of each District Committee shall be elected by ballot every twelve months by the majority of members in the district. Nominations shall take place six weeks prior to the annual election of officers, so that the second ballot where necessary shall be completed by December 31st. The officers shall retain office till their successors are appointed. The president and secretary, or a majority of the committee, shall have the power to summon the committee whenever they deem it necessary. Members neglecting to attend shall be fined 1*s.* unless a satisfactory reason for absence be given. The president or secretary shall not be entitled to vote except in the event of the votes being equal, when the president shall give a casting vote.

Election of officers.

Powers of officers.

Power of committees *re* levies.

4. In the case of shop disputes, the District Committee shall have power (with consent of Executive Council) to take a vote of the members of the district upon the advisability of assisting the strike committee in the district by a local levy; such levy not to exceed 6*d*. weekly during the dispute, except in America and the Colonies, where the maximum shall be 2*s*. 6*d*. They shall also have power to appeal to other districts not immediately concerned in any dispute to take a vote of their members to assist the district appealing. The committees shall also have power to direct branches in their districts to summon meetings to take votes for or against striking a levy for the support of members of the Society upon local governing bodies, the amount of such levy to be stated by the committee when the levy is asked for, but not to exceed 6*d*. per member per annum, and not to be in force for more than three years without a second vote being taken.

Powers of committees *re* shop stewards and payment thereof.

5. Committees may also appoint shop stewards in workshops or departments thereof in their respective districts, such stewards to be under the direction and control of the committee, by whom their duties shall be defined. The stewards shall report at least once each quarter on all matters affecting the trade, and keep the committee posted with all events occurring in the various shops, and they shall be paid 3*s*. for each quarterly report; namely, 2*s*. for duty performed, and 1*s*. for attendance and report to committee, these to be payable by the District Committee, and should a shop steward be discharged through executing his duties he shall be entitled to full wage benefit. If it is necessary for stewards to attend other meetings of the committee they shall be remunerated at the same rate as witnesses attending committee meetings.

Powers of committees *re* aggregate meetings.

6. District Committees shall also have power to call aggregate meetings or shop meetings upon trade questions, and should any such committee be authorised by the members at an aggregate meeting to endeavour to improve the conditions of labour in the district, they shall make inquiries as to the distance to which such action would affect our members, and should they find that there are members of the Society outside the district working under conditions which would tend to prevent an improvement of the conditions of those members inside, they shall report to the Executive Council, who shall consider the propriety of allow-

ing the formation of a temporary joint committee, formed of representatives from the two or more committees.

Powers of committees *re* young members, disputes, and veto of candidates for admission.

7. In the case of a shop dispute the members shall not leave their employment without the approval of the District Committee. In such disputes where any sections of the amalgamation can with advantage be exempt from being drawn out, their special cases shall be investigated with a view to the best interest of the Society being conserved. A District Committee shall also have power to fix special rates for young members working in shops where they have served their apprenticeship for two years thereafter, and shall also have power to veto the admission, subject to the sanction of Council, of any candidate who has been excluded from a branch in the district for acting contrary to the Society's interests. No general strike shall be entered upon in any district affecting the whole of the members unless carried by a majority of three votes to two of the members voting of the said district, and no settlement shall be decided upon unless accepted by a majority of at least three votes to two. The vote must be taken by ballot. The Executive Council, having given the District Committee permission to take such a vote, shall have no power to interfere with its operation.

Voting on general district disputes.

Qualification of committeemen.

8. Members of the District Committee shall have been three years in the Society previous to election. No member shall be eligible who is not working at the trade, under the conditions laid down by the District Committee (members on benefit excepted). They shall be elected half-yearly, on the nights when the branch officers are appointed, the majority and minority retiring on alternate quarterly nights, subject to re-election. Each District Committeeman shall give a detailed report of the committee's proceedings (except such as are not at the time to be reported) to his branch or the branches he represents at the branch meeting next following that on which the committee meeting was held; failing to do so he shall be fined 1*s*., unless a satisfactory excuse be given. For divulging the business of the committee previous to reporting to the branch or branches he represents he shall be fined 5*s*. When more than one branch is represented, the District Committee shall decide how the reports are to be given. The members of the committee shall be allowed the sum of 1*s*. for each meeting, and, in the event of the place of meeting being two miles or upwards from their residence,

Election.

Penalties.

Payment.

they shall receive third-class return railway, omnibus, or ferry fares (except in America and the Colonies, where the fares shall be as provided for in Rule 7), and witnesses summoned shall, at the discretion of the committee, receive similar payment.

Payment and penalties of witnesses.

Witnesses failing to attend, after being duly summoned, may be fined in such sum as the committee may determine, such fine not to exceed 5*s*.

Power of branch.

Branches shall have control over their own District Committee members, and may remove them if dissatisfied with their conduct.

Secretary's duties.

9. The secretary of each District Committee shall send in a report to every branch in his district on or before the night of the election of officers, stating the number of meetings, if any, held during the quarter, and how often each representative has attended. He shall submit his accounts for audit to the branch, giving expenses; and shall notify to the branches which have to elect new members the night upon which their election shall take place, and state the department of trade followed by members of the committee who are not retiring. He shall also inform each branch in the district within three days, of the approval of the Executive Council of any resolution of the committee affecting any shop or shops in the district, and shall report to the Council from time to time as may be found necessary; for

Penalties.

neglect of any of these duties he shall be fined 1*s*.

Payment.

In districts where there are four branches or less, the secretary shall be paid the sum of 1*s*. 6*d*.; exceeding four and up to eight branches, 2*s*.; exceeding eight and up to twelve, 2*s*. 6*d*.; and exceeding twelve branches, 3*s*. for each meeting he attends. He shall also receive in addition 2*s*. per quarter per branch in the district. If he is required to attend on the appointment of his successor, he shall receive 1*s*. In districts where there are more than two branches, no branch secretary shall be District Secretary.

Single branch committees.

10. If in any locality there is only one branch, the branch committee shall act as, and shall be, the District Committee, and be paid the same as other District Committees for all meetings reported to the Executive Council. The branch secretary shall, in such case, receive the sum of 1*s*. 6*d*. for his attendance.

Permanent secretaries.

In London, Manchester, Newcastle, and Glasgow there shall be District Secretaries, who shall devote the whole of their time to the duties of their office and assist the Organising District Delegate in their respective districts. They shall be elected for

three years, and be eligible for re-election. They shall be paid £2 15*s*. per week, with travelling expenses in addition, and shall be allowed six days' holiday in each year and sick pay as per Rule 14, clause 2, but they shall not be paid any moneys as provided in Rule 13, clause 9, and they shall act as registrars—without payment—when in the opinion of the District Committee and Executive Council it is practicable for them to do so, but for Glasgow the District Secretary shall also act without any further salary as the vacant-book office keeper. They shall be nominated by and from the branches in their respective districts, and shall have worked and resided in their respective districts for twelve months immediately preceding such nomination. Candidates shall have been for seven years members of the Society, and shall not be 10*s*. in arrears. They shall be nominated not less than twelve weeks, and elected not less than four weeks, before taking office. In the event of a death, resignation, or removal from office, another election shall take place, the appointment then made to be for the unexpired term. They shall be under the control of the Executive Council.

Wages.

Duties.

Nomination and election.

Qualifications.

11. Each District Committee shall appoint annually a referee apart from its own body, to whom references can be made in any case of neglect. He shall be remunerated for any meetings he may be called upon to attend at the same rate as a District Committeeman. The names of such referees shall be printed with the list of corresponding officers.

Referee.

12. If a member is charged with any offence, and investigation is made by the District Committee, he shall have the right to summon witnesses for his defence. If he is fined or otherwise penalised, his branch secretary shall be informed by the District Secretary within fourteen days of approval of Executive Council, and such secretary shall in turn inform the secretary of committee within four weeks, in writing, that such fine or other penalty has been imposed.

Committee investigation.

Rule 14.—Executive Council.

1. There shall be an Executive Council, which shall sit in London at ——, which shall consist of seven members and an independent chairman. The Executive Council shall be nominated by and from the seven divisions as set out at the end of

Location and number.

Constitution. this rule. Each shall be nominated from the district in which he has worked and resided for the twelve months immediately preceding such nomination, and each shall be elected by the vote of the divisions. They shall be elected for periods of three years, and shall be eligible for re-election, the minority and majority being re-elected at intervals of eighteen months, but in the first election under these rules all shall be elected for the full three years, and in the second election the three Executive Councilmen who obtain proportionately the lowest number of votes shall retire in eighteen months. Each Executive Councilman shall be paid a weekly salary of £2 15*s*., and shall be allowed one week's holiday per year.

Salaries.

Nomination of chairman. The chairman shall be nominated by and from the branches of the Society, and shall be elected for three years by the vote of the whole Society, and shall receive a salary of £180 per annum, and shall be eligible for re-election. The chairman shall preside over all Council meetings, read all letters which require to be submitted to the Council, see that the business is properly conducted according to rule, sign the minutes of each meeting, and all bills sanctioned by the Council, and, in conjunction with the General Secretary, see to the carrying out of the provisions of the rule for the discharge of Executive Councilmen's and officials' duties and attendances, and the imposing of fines and penalties for non-fulfilment. He shall also attend all conferences with the employers, and shall prepare and present the case for the Society at such conferences. He shall conduct the correspondence in connection with the business which is dealt with by Executive Council. He shall prepare, and cause to be issued to each branch secretary once a month, a report of the Council's proceedings.

Duties of chairman.

Vote of chairman. The Chairman shall only have one vote, and that a casting vote, when the votes are equal.

Council's hours. 2. The Council's hours of business shall be from 9 a.m. till 5 p.m., with one hour allowed for dinner, with the exception of Saturday, when the hours shall be from 9 a.m. till 12 o'clock. But in cases of emergency they may be called upon to finish the business in hand. Each member of the Council shall devote the whole of his time to the duties of his office, except where the consent of the Council as a whole, as provided for in this rule, is given to the contrary. The necessary cost of his removal, when elected, shall be borne by the Society, on the production of rail-

Removal expenses.

way and other receipts, such cost to cover travelling and transport expenses only. Should a Councilman be sick, he shall receive during such sickness half-pay for three months, should it continue so long, and at the expiry of three months, should he continue ill, shall receive only the ordinary sick pay of the Society. Sick allowance.

3. Candidates for the Executive Council must have been members for seven years, and must not be 10*s.* in arrears. They shall be nominated for not less than twelve weeks, and shall take office four weeks after being elected. Nomination and election shall take place on general meeting nights summoned for the purpose. The schedules, and any testimonials which the candidates may desire to submit to the members, shall be issued from the General Office in time to allow an interval of at least five weeks between the date of receipt by secretaries and the date fixed for the return of votes. Qualification of Councilmen. Nomination and election.

The elections of Executive Councilmen shall be conducted by the General Secretary and one assistant appointed by him. All candidates' election addresses shall be received by the said officials, including those of retiring Councilmen seeking re-election, who shall not be distinguished from other candidates in the election addresses by stars, or the words "present holder," or any other appellation. The secretaries shall in no case place advance copies in the hands of any member or members of the Executive Council. Nor shall they, under penalty of expulsion from office, inform any Councilman of the details of branch voting during any contest. Elections.

For the purposes of these rules the elections of Chairman and Executive Council shall take place in order that they may take up their duties by the 1st of January, 19—.

4. Any Councilman failing to attend the meetings or neglecting his duties, without giving a satisfactory excuse, shall be fined 5*s.* for the first offence, 10*s.* for the second, and for the third he shall be reported to the Society, at the same time being given an opportunity to defend himself, and if deposed, the General Secretary shall instruct the division he represents to nominate another in his place. In any case the particulars of such neglect shall be published in the following monthly report. Should a District Committee or Colonial Council make a request for particulars of the Council's voting on any subject, the votes Penalties for neglect. Council's voting.

for and against, and by whom recorded, shall be furnished to the said committee.

Council's powers *re* printing.

5. The Executive Council shall, subject to the rights reserved to the American, Canadian, Australasian, and South African Councils, have powers as follows: They shall superintend all the printing and stationery, which shall be of British manufacture, and purchased from Trade Union or co-operative firms paying the standard time rate of wages in all their branches, and also in the sub-letting of the same. They shall also see that all buildings of or repairs to any of the Society's property are done by those firms only who pay the Union rates of wages, and preference shall be given to those firms who employ Trade Union labour only. They may, if desired by the District Committee in districts where vacant-book offices exist, acquire possession of the property in which such offices are situated. They shall also have power to erect dwelling-houses on any land which may at any time be in the possession of the Society. These houses shall be let at reasonable rents, and preference shall be given to officials of the Society, but none of them shall be let to return less than 5 per cent. interest on the investment. The money required for this purpose shall be taken from the Superannuation Fund, and profits, if any, accruing shall be returned to the same. They may take the votes of the members at any time on the propriety of devoting part of the Society's moneys to co-operative undertakings, if, on their own initiative or on the proposal of any members, they may have a scheme to submit which may seem to contain the elements of success. They may send one or two representatives to annual or other meetings, as mentioned in clause 5 of Rule 2.

Re acquiring property and building.

Re co-operative undertakings.

Referee to general office: election, duties, and payment.

6. A member of one of the London branches shall be appointed triennially in the December quarter as referee to the Executive Council. He shall be nominated and elected by the whole of the branches comprising the London district, and reference may be made to him as regards any apparent neglect by the General Office officials, and he shall lay such complaints as may arise personally before the Executive Council, and demand any necessary explanation. He shall be paid 1*s.* 6*d.* for attendance at the General Office, in addition to compensation for loss of time, if any, with tram, ferry, or third-class return railway fare. Branch secretaries shall refer to him when the neglect of the General Secre-

tary renders it necessary; he shall enter in a book an account of all business he transacts, and at the end of each quarter lay before the Council a full report from the same; the book shall also be laid before each representative meeting.

Council's powers *re* appeals.

7. The Council shall decide in cases of appeal, and such decisions shall be final, unless the branch or member is dissatisfied, when such branch or member may appeal to the Final Appeal Court, but appellants must first comply with the decision of the Council. In any case, however, where a branch appeals to the Final Appeal Court against an order for the suspension by the Executive Council of the said branch, such suspension shall not take effect previous to the appeal being heard, unless the branch has refused to remit equalisation or other moneys ordered by the Council in accordance with rule (the Council in no case to reduce the assets of the branch below the amount required to meet current branch expenditure), in which case the suspension will immediately take effect, notwithstanding the appeal; but in all cases the reasons for arriving at such decisions shall be clearly stated. Members only who vote in the majority against the order of the Council shall be suspended.

Re delegate meeting.

The Council shall divide the Society into electoral divisions for the purpose of setting up of delegate meetings.

Re interpretation of rules.

8. In the event of any question arising on which the rules are silent, the Executive Council shall give a decision, and in the monthly report following, corresponding list, and suggestion book in connection with the alteration of rules, shall state particulars of the question and the decision thereon, with reasons; but in no case shall they alter the established rules of the Society. They shall consult the members whenever they deem it necessary on the propriety of raising or replenishing a contingent fund, a benevolent fund, legal assistance fund, parliamentary fund, or a fund for granting assistance to our own trade or to other trade societies, and shall notify the branches when levies for accident rule payments must be charged, as well as make grants from such funds from time to time, according to their discretion, but the reasons for arriving at decisions shall be clearly stated to members or branches claiming. The votes shall be taken at branch meetings specially summoned for that purpose, and the majority of votes shall in all cases be decisive, members being exempt from payment in proportion to the number of weeks they

Re levies.

Re dispute levies.

are in receipt of benefit, also those earning wages for half the weekly hours of the district or less per week. The Council shall levy on the members in the event of any strike in the [engineering] trades, so as to do away with extraneous collections. Such levy shall not exceed 6*d*. per member per week (in the Colonies and America, 2*s*. 6*d*. per week), and shall not be retrospective, and shall not be in force for more than one month without a vote being taken as to the continuation of the same. On the application of any District Committee, where a dispute is existing, the Council shall apportion a sum from the above fund which, in their judgment, will meet the circumstances of the case, and the sum so apportioned shall be handed to the recognised strike committee for distribution. No levies shall be enforced unless by consent of the majority of the members voting, nor shall any levy continue in force longer than three months without a second vote of the members being taken, and no such moneys shall be applied to the relief of non-society men. No grant exceeding £20 shall be made to any other society without a vote being first taken of the whole of the members. In dispensing the Benevolent Fund, the Council must take into consideration all cases of distress, whether members on whose behalf the appeals are made are working or not, and no inquiry shall be made through the printed matter as to whether or not the applicant has received relief from relatives or friends.

Apportionment of levies.

Duration of levies.

Grants to other trades.

Benevolent grants.

Record of benevolent grants.

They shall, however, also keep a record of all benevolent fund grants; and all previous grants from the fund shall be considered when application is made to them on behalf of a member. They shall also issue a benevolent grant book to each branch, so that the names of members receiving grants may be entered in the same, and also entered in the clearance form of members on the latter being transferred from one branch to another.

Powers *re* new branch.

9. The Council, upon receiving an application from any branch or branches for the opening of a new branch or branches in any particular district, shall refer the same to the District Committee of the district from which the application was received for their consideration, and if, after receiving a satisfactory reply from such committee, the Executive Council consider the same is necessary, shall instruct the chairman and secretary of the committee to attend to the opening of such branch or branches. But in any district or country where no branch exists, the Executive Council

Opening same.

shall have power to authorise the opening of such; and they may also, on the application of any branch or District Committee, appoint a deputation to visit any locality for the purpose of taking part in propagandist work in those districts where it may be considered beneficial. They shall also have power to admit members of sectional societies of trades mentioned in Rule 1, if such members apply in numbers of not less than five, provided that the age of such applicants is not more than thirty-five years, and that they each pay the worth of the Society per head at time of admission. The terms of admission shall be regulated according to the worth of the Society per member, including the value of all its property. In case, however, of any of these members of sectional societies having been excluded from this society for acting contrary to its interests, their case shall be specially considered before they are again admitted.

Propagandist work.

Admission of groups of members.

For the purpose of giving our members the opportunity to vote for any society to amalgamate with our Society, the voting may take place at more than one summoned meeting. Also members can vote by post.

10. The Council shall have power, on report of the General Secretary, to direct that special audits or examination of branch books be made when deemed necessary, such audits to be made by the general secretarial staff, either locally or otherwise, as may be found most convenient. The Council may institute legal proceedings against all officers or members who have in any way defrauded the Society, and against all trustees who may refuse to sign or deliver up to any person appointed by the branch or the Executive Council to receive the same, all bonds, cheques, or other documents which may have been entrusted to their care, or which require their signature, and they shall also have power to make an order upon any branch for money to discharge any bill or debt contracted by them on account of the Society.

Powers: special audits.

Legal proceedings.

There shall be five General Trustees, who shall be members of the London branches, and who shall be nominated and elected by the London members.

Election of general trustees.

They shall hold office during the pleasure of the members, and vacancies occurring through death, resignation, or misconduct shall be filled in a similar manner to the first appointment. No general officer shall be eligible for General Trustee. The elections shall be conducted by the Executive Council, which

Trustees and investments.

body shall, together with such trustees, invest the moneys of the Society as hereafter directed in Rules 30 and 32; and may also equalise the same as laid down in Rule 33.

Duties *re* municipal contracts.

11. The Council shall organise a department to be called the "Public Tenders Department," the duties of which shall be, in conjunction with the branch committees formed for the same purpose, to watch over the interests of the trade in the placing of contracts by municipal bodies. It shall be the duty of such department to initiate such measures as may be found necessary in order to let public bodies know the conditions of employment observed by the respective firms tendering, and to collate all information collected by the special branch committees bearing upon this business.

Duties *re* correspondence and reports.

12. Councilmen shall render assistance in conducting the correspondence in connection with the business submitted to the Council, and in its proper arrangement and custody, but shall not be required to do any other clerical work whatever, all such devolving upon the General Secretary. They shall not be permitted to give in reports to any of the branches, but may take part in discussions that may take place on the Council's proceedings, and they shall be allowed to give a *resumé* of the Council's proceedings when seeking re-election. Reports of all officers must first receive the approval of Executive Council before being published in the monthly, quarterly, or yearly printed matter.

13. [*Duties re Parliamentary representation* (*b*).]

Duties *re* federation.

14. If at any time it shall be considered necessary in the general interests of the trade to join any federation or amalgamation of kindred trades, the Council shall take a vote on the question; but no such scheme shall involve the Society in any pecuniary expense without a special vote of the members. The Council shall, however, have power to become affiliated with any association or kindred Trade Union in other countries which has for its object the collecting and diffusing of information, or the initiation of steps towards closer international union. Delegates to annual meetings of Federations of Trades Unions shall be nominated and elected by members in the United Kingdom.

Re conferences.

The Council may enter into conference with the Employers' Federation Executive with a view to an amicable settlement of

(*b*) See Trade Union Act, 1913.

any dispute which may arise in any district of the Society. But on no account shall they take any case from the district in which the dispute occurred to the Central Conference, unless requested to do so by the local District Committee, and then only after all local efforts have failed. The Executive Council, or anyone acting on their behalf, shall not be allowed to complete an agreement with any employer or employers concerning wages, piecework prices, or system of working, unless the terms of agreement, together with a copy of the transcript notes, are first submitted to the district or districts affected. In all cases of disagreement between the district or districts affected, and the Executive Council, the whole case shall be submitted to, and decided by, the vote of the whole Society, to which both sides of the question may be put by the parties concerned.

Re Agreements.

15. The Council may sanction the sending of special delegations from one district to another in cases of extreme emergency; but no delegate shall be acknowledged in any locality unless he produces a credential specifying the nature of his business. Any general officer visiting any locality on Society business connected with that locality, shall inform the District Secretary or branch secretary of the business he is engaged upon. In all such cases as affect the interests of the members or those of the trade generally in which it may be considered necessary or beneficial to appoint special delegates to meet any employer or employers, or those acting on behalf of employers, for the purpose of discussing any question at issue, not less than two members shall be so delegated.

Special delegations.

16. The Executive Council shall furnish each branch with a book in which to record any suggestions and particulars of voting on alteration of rules.

Duties *re* suggestion book.

The following shall constitute the districts referred to:—

No. 1 *Division.*

* * * * *

No. 2 *Division.*

* * * * *

No. 3 *Division, &c.*

* * * * *

Rule 15.—General and Assistant Secretaries.

Election.

1. There shall be a General Secretary and four Assistants, who shall be elected by the members. These officers shall be elected for three years, and shall be eligible for re-election provided they have conformed to the rules of the Society. But in the event of death, resignation, or removal from office during the interim, an election shall take place, the appointment then made to be for the unexpired term, but if the unexpired term is less than twelve months the election shall be for the unexpired term and for the ensuing three years.

Qualifications.

2. Any full member who has been in the Society for seven years successively, whether working at the trade or not, shall be eligible for nomination for the position of General Secretary or Assistant, but must be less than 10*s.* in arrears at time of nomition.

May be removed if incompetent.

If any member appointed as General Secretary or Assistant is proved (to the satisfaction of the Council) not to have had the necessary qualifications, or to have obtained his appointment or election by a fraudulent proceeding, or not to have a full knowledge of the Society and its intentions, or not to be fully competent to correspond with the branches and give instructions upon any particular subject which may be referred to him, in any of such cases his election shall be void (the particulars to be published in the following Monthly Report), and the members shall elect a General Secretary or Assistant as if no election had taken place.

Control of Council.

3. The General Secretary and Assistants shall be, in all matters not specifically mentioned in these rules as devolving upon the former, under the control of the Council, which body shall in case of death, removal, retirement, or violation of the rules and regulations of the Society, appoint a member *pro tempore,* who shall officiate until the members elect another.

Control of general secretary.

The Assistant Secretaries and clerks shall be entirely under the control of the General Secretary. All office work shall be under his supervision and control. A book shall be kept by the General Secretary at the General Office, in which all the officials shall sign their names each day they attend, and he shall publish such attendance in each Monthly Report. Sick pay as per Rule 14, clause 2.

Duties of general secretary.

4. The General Secretary shall devote the whole of his time (except by and with the consent of the Council to the contrary) to the business of the Society, and attend the meetings of the

Council. He shall, when required, read copies of answers sent to the various branches, and transact such other business as may be required. He shall also produce all books and papers belonging to his office to the auditors appointed for that purpose every six months. Should it be necessary for him to be absent from the office, he shall make all arrangements for carrying on the business during his absence.

Re monthly printed matter.

5. The General Secretary shall issue a Monthly Report, stating the condition of trade in each town, as received from the branch secretaries; he shall, in conjunction with the Council, cause to be printed with such report the decision of any branch upon any case wherein the Society's rules are silent, if such decision be approved by the Council. Such report shall contain a report of the proceedings of the Council as prepared by the chairman. It shall also contain once a quarter the names of those excluded during the previous three months, and three copies shall be sent to each branch, one each for the branch president, secretary, and referee. Two copies shall also be sent to each District Secretary, vacant-office keeper, and registrar. The General Secretary shall also issue a *Journal*, combined with the Monthly Report, which may contain anything of interest to the members of the Society, and the pages of which shall be open to receive suitable contributions from members on matters appertaining to the welfare of our trade and organisation. Such *Journal* and Monthly Report combined shall be saleable to members only at 1*d*. per copy, and the General Secretary shall be held responsible for the conduct of the same, and shall be free to insert advertisements as a means of revenue. He shall keep a separate account of all income and expenditure in respect to the same, and publish them in the Yearly Report.

Re Quarterly and Yearly Reports.

6. The General Secretary shall compile Quarterly and Yearly Reports from the returns received from the various branches, as well as returns of the number of votes for and against, upon any subject that the Council may call for from time to time from the branches, and send a copy of the same to each branch of the Society; also a detailed quarterly account of the expenses, and in the Yearly Report an abstract of the proceedings of the Council, and for every twelve months, as from the first meeting in December to the last meeting in the following November, he shall issue a full report of the income and expenditure of the

Re proceedings of Council.

whole Society for the year, a statement of members placed on superannuation benefit, with a list of all the clubhouses and the dates of meetings inserted therein. This Yearly Report shall be issued in the proportion of one to every two members, and in so far as it is distributed in the United States and Canada, shall contain a report of the American branches in American currency as well as in English, and it shall also contain, as separate items, the cost of printing, postage, and stationery for the whole Society. He shall also issue yearly, to all district secretaries throughout the United Kingdom, a return showing the rates of wages, hours worked, and general conditions obtaining in the various districts of the Society, with any changes of conditions which may have taken place during the year. Either of the reports may contain advertisements of technical, educational, trade, or co-operative subjects.

Re number of Yearly Reports issued.

Re returns of working conditions.

Re advance copies of reports.

7. The General Secretary shall, by the eighth day of each calendar month, send to the secretary of every branch three advance copies of the Monthly Report, to the secretary of each District Committee one, to each vacant-book keeper one, and each registrar one, or be fined 10*s*.; he shall issue each of the four Quarterly Reports within four weeks, or be fined 15*s*.; and the Yearly Report within fourteen weeks, or be fined £1. A copy of the Yearly Report shall be sent as early as possible to each of the branches abroad by book post. He shall send the yearly contribution cards of each branch at least four weeks previous to the first meeting in each year, or be fined £1. The Monthly Reports intended for those branches whose reports arrived at the General Office after the second day of the month, he shall send to the referees in order that the fine may be inflicted. He shall also make out and forward from time to time to the Registrar of Trade Unions all returns required by the Trade Union Acts, or to be required hereafter by any amendment of the same.

Re penalties for neglect.

Duties *re* Registrar.

Re elections.

8. The General Secretary shall forward by post a schedule to each branch on the occasion of asking for nominations and voting in elections of members for the Executive Council or Final Appeal Court, for the Delegate Meeting, or Federation Meetings; also for the nomination and election of General or Assistant Secretaries, Organising Delegates, or any special conference or congress, for which votes are to be asked for by the Executive Council. He shall issue the rules as altered by Delegate Meeting,

Re alteration of rules.

and shall publish the names and addresses of trustees, referees, and secretaries in a list of corresponding officers, which shall be issued.

The General Secretary shall also issue travelling cards for the use of the South African branches. He shall also transact such business belonging to the district where the Council may be held as they may deem necessary; he shall immediately answer all applications for men from branches; for neglecting to do so, he shall be fined 5*s*.; and he shall authorise members who are on donation to be removed from one district to another, where there is a probability of employment. He shall issue to each branch a manual of instructions for the use of branch auditors, for guidance in the discharge of the duties appertaining to the latter office.

Re travelling cards.

Re applications for men.

Re manual for branch auditors.

9. The General Secretary's books, receipts, and other necessary documents, shall be audited every half-year by a firm of chartered accountants, whose report shall be issued with the following Monthly, Quarterly, and Yearly Reports. This to apply to General Office accounts only. The accountants shall be appointed in the first instance by the general trustees, but subject to endorsement afterwards by the Final Appeal Court. The books concerning the Society as a whole shall be kept by the General Secretary at the General Office, and there shall be a registration book kept by the General Secretary, in which the name of each member of the Society shall be entered, stating when and where admitted or re-admitted, age, trade, married or not, as the case may be, and whether he has received any part of the funeral money.

Audit of general secretary's accounts.

Auditors' appointment.

Re registration.

10. The General Secretary shall be paid a salary of £4 10*s*. per week, and shall reside on the premises of the General Office, rent, coal, and gas free. Each of the four elected Assistants shall be paid £2 15*s*. per week. Any member on being appointed General Secretary or Assistant shall be paid the expenses attending the removal of himself and family from the place in which he resides to the place in which the General Office is situate on production of railway and other receipts, such cost to cover travelling and transport expenses only; and, if resigning, shall, if possible, give fourteen weeks' notice of such intention. The General and four Assistant Secretaries shall be allowed fourteen days' holiday per year. Other office assistants as required by the General Secretary shall be paid as agreed upon by the General

Salaries.

Removal of goods.

Holidays.

Secretary and President, and all such appointments, present and future, shall be notified in the Monthly Report, with reasons for the appointment.

Any staff necessary to meet the requirements of the General Office under the National Insurance Act shall be appointed by the General Secretary. Remuneration for the same shall be decided by the General Secretary and President.

Office hours.

11. The General Office shall be open from 9 a.m. to 5 p.m. (one hour out of this time for dinner), except on Saturdays, when the hours shall be from 9 a.m. to 12 noon; the General Secretary arranging so that either he or one of his assistants shall be present during these hours. The books and names of the members of the Society shall be open to the inspection of any member or person having an interest in the funds of the Society during office hours.

Rule 16.—Organising District Delegates.

Location.

1. The United Kingdom shall be divided into twelve districts, in each of which an Organising District Delegate shall be located in such town as may be decided upon by the Executive Council. Such delegates shall be elected for three years, and be eligible for re-election. They shall be paid £2 15*s.* per week, with travelling expenses in addition, shall be allowed six days' holiday in each year, and sick pay as per Rule 14, clause 2. Each District Delegate shall be nominated and elected from and by one of the twelve districts in which he has worked and resided for the twelve months immediately preceding such nomination.

Nomination and election.

For the purpose of these rules, the election of Organising District Delegates shall take place in order that they may take up their duties by the 1st of January, 19—.

Qualification.

2. Candidates for the office of Organising District Delegate must have been for seven years members of the Society, and shall not be 10*s.* in arrears. They shall be nominated not less than twelve weeks, and elected not less than four weeks, before taking office. In the event of death, resignation, or removal from office, another election shall take place, the appointment then made being for the unexpired term, but if the unexpired term is less than twelve months, the election shall be for the unexpired term, and for the ensuing three years.

Control of Council.

3. The Organisers shall be under the direction of the Executive

Council, to which body they shall immediately, or as early as possible, report all their transactions, and the Executive Council shall forward a copy of such report when required by the District Committee concerned. They may be sent to any district where, in the opinion of the Council, their services are required, to hold meetings for organising purposes, or to interview employers when a District Committee may deem it necessary and expedient. Delegates shall, when requested by any District Committee in their division, conduct negotiations with employers in the districts in which they are located, and promote the organisation of the trade in those districts. They shall report themselves to the secretary of the District Committee on leaving and arriving in the town in which they are located. Wherever practicable, they must act in conjunction with the secretary or other member appointed by the respective committee they are for the time being connected with, and shall not, under any circumstances, conclude on their own authority any arrangement which will alter or affect any of the recognised conditions of the District Committee within the area in which they may be acting. They may act at the request of any District Committee, or attend, without payment, any district meeting when deemed necessary, but under no circumstances shall they enter into any negotiations in any district without the consent of the committee of such district. It shall also be their duty generally to look after the interests of the trade and the increase of the membership of the Society.

Duties *re* interviewing employers.

Re reporting absence.

Re attendance at committee meetings.

Organising District Delegates shall attend all conferences in a representative capacity as well as for consultative purposes.

4. Organising Delegates shall also supply to the General Office, monthly, a return for insertion in the Monthly Report, showing the state of trade, rates of wages, &c., with general information relative to the district under their control. In the event of a general movement, they shall be entitled to attend the meetings of temporary committees which may be formed. They shall devote the whole of their time to the duties of this office only, excepting as provided for in Rule 14, and must under no circumstances undertake any other duties. They shall initiate propagandist work in those districts which are under their jurisdiction, and shall report all irregularities which may come under their notice to the Executive Committee.

Reports.

Propagandist work.

5. When an Organising Delegate is on business ten miles or

Expenses of delegates.

upwards from his place of residence, he shall be paid the sum of 2*s.* 6*d.* per day as expenses, but when twenty miles from his home he shall receive 5*s.* per day, Sundays included, and third-class return railway fare in addition. A detailed account of his expenses shall be certified by the District Secretary, where the expenses have been incurred prior to payment by his branch, and submitted to the District Committee of the town in which he resides for approval. He shall give a summary account of his expenses for the Quarterly Report. He shall attend at District Committee meetings when requested so to attend. If he does not act in conformity with instructions laid down in this rule, the Executive Council shall have power to fine him the sum of 20*s.* for the first offence, 40*s.* for the second, and remove him from office for the third.

Report of expenses.

Penalties for neglect of duty.

Local delegate provision.

6. The District Committee or Committees in any district, being of opinion that the services of a local delegate would further the interests of our Society and the trade generally, shall request the branches in their district to take a vote by ballot on the question, also as to a levy in support of the same; the said levy (South African and American branches excepted) shall not exceed 1*d.* per member weekly on the whole of the members in that district. This delegate shall be under the control of the District Committee, and shall be elected for three years under the same conditions as are laid down in clause 2 of this rule.

The following shall be the districts for Organising District Delegates:—

No. 1 Division.

* * * * *

No. 2 Division, &c.

* * * * *

Rule 17.—American, Canadian, South African, and Australasian Councils.

Powers.

1. There shall be an American Council, Canadian Council, Australasian Council, and South African Council, vested with authoritative and administrative powers sufficient to enable them to protect the interests of our trade and to advance the interests of the Society on the American Continent, Australasia, and South

Africa. Their duties shall be as hereafter set forth, subject generally to the rules of the Society and to the Executive Council.

2. The members of the Society in Australia shall be a section of the Society under the jurisdiction of the Australasian Council, which section shall consist of all the branches in Australia, and be subject to the general and special rules of the Society.

3. They shall have power from time to time to adopt any rules to enable the Australian section of the Society to comply with the conditions prescribed by any Labour legislation enacted in Australasia, and to repeal and alter any such rules or any existing rules for the purpose of complying with such conditions, and any rules so adopted or altered shall be binding on the members of the Society in Australasia.

Chairman.

4. The chairmen of the American, Canadian, South African, and Australasian Councils shall be nominated by and from the districts in which the meetings are held, but shall be elected by the whole of the members forming the Councils, and their term of office shall be for three years.

Secretary.

The secretary of the Australasian Council shall be nominated and elected by the votes of the Australasian members, and shall receive a salary of £4 per week, and his term of office shall be three years, and he shall be under the control of the Australasian Council.

Payment of Councilmen.

Councilmen shall be paid the sum of 1*s.* 6*d.* for each meeting, and if residing more than two miles from the place of meeting they shall be paid the lowest return railway fare in addition as per Rule 7.

They shall be elected for three years provisionally. An election shall take place every twelve months, three retiring the first year, two retiring the second year, and two retiring the third year.

Qualification of Councilmen.

The Australasian Council shall be located in Melbourne, and shall consist of seven full members of any Australasian branch or branches, and must reside within fifteen miles from place of meeting.

Powers *re* levies.

5. The American, Australasian, and South African Councils may consult their members whenever they deem it necessary on the propriety of raising or replenishing a contingent fund, a benevolent fund, or a fund for granting assistance to our own and other trades, and, in the event of members granting such funds, shall disburse the same for the branches within their juris-

diction, and the American, Australasian, and South African members shall not be liable to pay any other levies for these special funds. They shall estimate the amount realised by levy upon the same principle as is adopted by the Executive Council. They may open new branches, shall have power to issue a monthly report and an abstract of the financial reports of their respective branches, and shall purchase all stationery and books that may be required for the purposes of the Society in those countries. Copies of all their publications shall be forwarded to the General Office of the Society. They shall also arrange to register travelling cards, and regulate the nomination and election of delegates. They shall have power to decide on disputed points as regards the rules in all branches under their jurisdiction, and publish the same, and may also authorise the registration, according to Rule 34, of any of their members going to a State or territory where there is no branch of the Society.

Re new branches.

Re reports, cards, and elections.

The amount raised in America, Australasia, and South Africa by superannuation levy may be invested on mortgage of freehold properties submitted by our members and in the names of the trustees of the American, Australasian, and South African Councils, and under such regulations as may be passed by the same Councils, subject to the approval of the Executive Council.

The trustees of American, Australasian, and South African Councils shall act in and for their respective countries in the same manner and with the same powers, subject to their respective Councils, as the general trustees to the Executive Council, to which latter body all transfers of money must be reported as soon as possible.

Constitution of American-Canadian Council.

6. The American Council shall consist of seven members, residing and belonging to branches situated in the New York district area, and shall be nominated and elected by the aggregate votes of all the American branches, but no one branch shall be allowed at any one time to have more than one representative on the Council.

Powers *re* printing.

They shall superintend the printing of rule books for the use of American members, such books to be printed in the American currency. They shall also have power to submit to the votes of their members for decision, the question: "How many cents shall constitute the standard of American payments?" In no case shall this be more than fifty per cent. higher than in the United Kingdom.

Re payments of contributions.

7. There shall be an organiser at the disposal of the American Council. He shall devote the whole of his time to Society business; he shall act as secretary of the American Council, and do all the work connected with and for that body; he shall have office room to accommodate the American Council and District Committee meetings, and shall have an office boy to assist and take care of office in his absence. He shall be elected by and from the branches under the jurisdiction of the American Council for a period of three years; his salary shall be twenty dollars per week, but when called ten miles and upwards from his office he shall receive one dollar fifty cents per day as expenses (railroad, car, and ferry fares in addition). He shall be under the control of the American Council, and render a strict account to that body. Such portions of his report as are of interest to the Society shall be published in the Monthly Report.

New York organiser.

New York office.

Salary and expenses of organiser.

American and Canadian organisers.

8. The Australasian Council shall have power to make rules and regulations so that Australasian branches may take advantage of any Labour legislation which may be enacted in the Australasian Colonies. There shall be two organisers for Australasia, and they shall be nominated and elected under the rules governing General Officers, at a salary of £3 15*s.* per week, with fares, as per Rule 7, and 3*s.* per day if over ten miles, and 6*s.* per day if over twenty miles from home. All communications to the Executive Council from District Committees or branches in Australasia shall be forwarded through the Australasian Council.

Provision for Australasian industrial legislation.

Organising delegates.

Salary and expenses.

The present method of the second ballot shall be changed in all elections under the jurisdiction of the Australasian and South African Councils (this is not to include elections covering the whole of the Society) for the system of preferential voting as at present in vogue in Western Australian Parliamentary elections, with the exception of the compulsory clause.

Elections.

9. Any of these Councilmen neglecting his duties, without giving a satisfactory reason, shall for the first offence be fined 2*s.* 6*d.*; for the second offence, 5*s.*; and for the third offence, the Council shall have power to declare his seat vacant, a quorum of the full Council being in favour of this course.

Penalties for neglect of duty.

10. The South African Council shall be located at such place as the majority of South African members decide, and consist of five members residing within thirty-five miles from the place

South African Council.

Constitution

Powers. of meeting. They shall have power to make arrangements so that South African branches may take advantage of any Labour legislation which may be enacted in the South African Colonies. They shall have power to submit to the votes of the South African members the question of the appointment of an organiser for South Africa at a salary of £25 per month.

Secretary's salary. The salary of the secretary of the South African Council shall be £30 per annum. He shall be elected by the votes of the South African members, and shall be elected for three years.

Canadian Council. Constitution. 11. The Canadian Council shall consist of five members, four of whom shall reside within and belong to the branches situated within the province of Ontario, and one shall reside within and belong to any branch situated in the Montreal District.

Location. The Canadian Council shall be located in Toronto, and shall meet quarterly, and no quarterly meeting shall last more than two days. The hours of meeting shall be from 9 a.m. to 1 p.m., and from 2 p.m. to 5 p.m.

Payment. The Councilmen shall be paid three dollars per day, and if ten miles or more away from place of meeting they shall receive the lowest rail fare and one dollar fifty cents per day as expenses.

Chairman: nomination and election. The chairman shall be nominated by and from the members of Ontario and elected by the whole of the members in Canada.

Secretary: nomination and election. The secretary of the Canadian Council shall be nominated by and from the members in Ontario, and elected by the whole of the members in Canada, and shall be paid the same as Councilmen, and twenty dollars per annum in addition, and shall be under the control of the Executive Council, and report to it all business transacted, and he must issue a monthly report to the General Office by the 1st of each month.

The Canadian Council shall be elected by the aggregate votes of the Canadian branches for three years, the majority and minority retiring alternately. Their duties shall be in accordance with the rules governing other Councils, except as otherwise provided in these rules. The Canadian Council shall have no power as to the investment of the Superannuation Reserve Fund, or the issuing of separate monthly reports or granting of travelling cards. They shall have no power to decide points as regards the rules, or authorise registration under Rule 34 of any of their members going to a State or country where there is no branch of

the Society, nor shall they have any power to take a vote of their members as to the appointment of an organiser for Canada.

Rule 18.—Delegate Meeting and Final Appeal Court.

1. The Executive Council shall take a vote in 19— as to the advisability of holding a delegate meeting in the following year, the result to be published in the May Monthly Report, and in the event of that vote being adverse, the vote shall be taken every year, until it has been decided that a meeting shall take place. When so decided the Council shall then arrange for the members to nominate and vote on places nominated, as to the place where the meeting shall be held. Delegate meeting, when to be held.

The delegate meeting shall consist of one delegate for every three thousand members of the home branches and those abroad, excepting that there shall be one each for Australasian and American-Canadian members.

The total number of members of the home branches stated in the June Quarterly Report issued before the delegate meeting is held shall be taken as the basis.

Equal electoral divisions of the branches, as mentioned above, shall be arranged by the Council nine months before the meeting is held.

2. All candidates for the delegate meeting or Final Appeal Court shall be nominated at least ten weeks and elected at least six weeks before the opening day of the above meetings. Such nominations and elections shall take place at specially summoned meetings for that purpose, and the voting shall be conducted as laid down in Rule 2.

No member shall be eligible for the aforementioned positions who has not worked at the trade for the twelve months immediately preceding the nomination. He must be a member of a branch in the division which he seeks to represent, and he must have been a full member for at least seven years. Qualifications of delegates.

Executive Councilmen, Organising District Delegates, vacant office bookkeepers, local organisers, or full time District Secretaries shall not be allowed to compete for the aforementioned positions.

The candidates who obtain the largest number of votes among the unsuccessful candidates shall be the provisional delegates,

and any of them may be called upon to attend should the successful candidate be unable to do so.

The delegates when assembled shall elect a chairman, who shall, if practicable, be chosen from the members of the district where the meeting takes place, and after the meeting has been duly constituted every member shall remain at the meeting until the business is concluded, unless a satisfactory reason be assigned for his leaving.

Proposals for alteration of rule or rules: how to proceed.

3. If in the opinion of any member or members any alteration of or addition to any rule or rules of the Society is necessary, he or they may lay the proposed alterations before his or their respective branch or branches. If in the opinion of the members present the matter is of sufficient importance, a majority may direct that a summoned meeting be called to consider the suggestions, and at such summoned meeting a majority of those voting may adopt or reject the suggestions.

Method of dealing with proposed alteration of rules.

4. If the suggestions are approved by a summoned branch meeting, the secretary shall enter them in a book supplied by the General Secretary for the purpose, and forward them to the General Office in time to be printed not later than six months prior to the delegate meeting. Any branch initiating an alteration of the rules may take steps to secure for it the support of two other branches, but no suggestion shall be considered by the delegate meeting unless it has been approved by three branches. The Executive Council shall then publish the suggestions having the necessary support in the Monthly Report; and the Council, having a right equal to three branches, may also at the same time put forward suggestions for the consideration of the members and, later on, the delegates.

Powers of delegate meeting.

5. The delegate meeting shall not have power to make, alter, or rescind any rule unless notice of the proposed additions or alterations has been given to the members of the branches. . . . Whatever is agreed upon at the delegate meeting shall be binding on all the members, but no delegate meeting or Council shall have the power to abrogate any of the principles of the Society, viz., Donation, Sick, Accident, Superannuation, or Funeral Benefits, except where, thereafter, forty per cent. of the membership vote in favour of the change.

Provision for calling special

6. On a requisition from thirty branches the Council shall take a vote as to whether or not a delegate meeting shall be called

to consider any specified question or questions affecting the interests of the Society or the earnings or conditions of employment of the members, or in the event of legislation passed by Parliament having a direct effect on any of the benefits of this Society, to consider and decide if and what alterations are required to meet the same. Such meeting shall be called, however, only if a majority of the members voting are in favour of the same, and if fifteen per cent. of the members of the United Kingdom record their votes. It shall consider only such question or questions as were contained in the requisition, but its decisions thereon shall be final and binding on the Executive Council. For the purpose of promptly constituting such a delegate meeting, the members of the meeting held last before the requisition shall form it, or failing any one of them, the member who had received the next largest number of votes in the contest for the position shall be called upon to take his place. But in all matters appertaining to home branches, only the United Kingdom delegates shall be called on. delegate meeting.

The Final Appeal Court.

7. There shall be an Appeal Court consisting of delegates elected on a basis of one for every 6,000 members in the branches of the United Kingdom and abroad, except that America and Australasia shall be represented alternately. Final appeal court.

8. The first meeting shall be held on and from Whit-Monday, 19—, at Newcastle, and shall consider all appeals which reach the General Office at least four weeks before, and which are in order according to Rule 14. First meeting of final appeal court.

9. The Australasian members shall send a representative to the first Final Appeal Court meeting. Subsequent meetings shall be held every two years, the first to take place in 19—, except in such year as a delegate meeting takes place. Such delegate meeting shall form the Appeal Court for that year. The time and place shall be decided upon by the Executive Council or delegate meeting as the case may be. Subsequent meetings of final appeal court.

10. The Society shall be divided into equal electoral divisions by the Executive Council nine months before the Final Appeal Court meeting, special provision being made so that branches outside the United Kingdom may have time to record their votes. When assembled the delegates shall elect a chairman either from Electoral divisions-final appeal court.

or apart from their own body, but, if possible, from the district. The General or Assistant Secretary shall be in attendance to take the minutes of the proceedings.

Some disqualifications applying to candidates.

11. No member who is personally interested in any appeal shall sit on the Final Appeal Court, and any member using influence or asking candidates either to support or to reject any appeal may be fined up to the amount of 20*s*., and any candidate promising either to support or to reject any appeal shall be disqualified.

Duties of final appeal court.

12. The duties of the Final Appeal Court shall be to consider and decide all appeals against the rulings of the Executive Council, and the decision then given shall be final, its duties ending when it has decided the appeals, and it shall be incumbent on the Executive Council to give immediate effect to the decisions of the Final Appeal Court. The General Secretary and President must see that all appeals are printed and placed in the hands of each delegate when the Final Appeal Court assembles.

Report of proceedings.

13. The General Secretary shall issue within six weeks after each meeting of the Final Appeal Court a report of the proceedings of such Court, and such report, as well as of the delegate meeting, must be issued without comment and in numbers corresponding to one for every twenty members.

Rule 19.—Payments for Special Duties and Delegations.

For special audits.

1. Any member of the General Office secretarial staff deputed on special audit work shall be paid if in the London district at the London District Committee By-Law rates, namely, 6*d*. per day, in addition to wage, if under one mile from the General Office, and 1*s*. if under twelve miles, with time and fares daily. If more than twelve miles from the office special audits shall be paid for according to the next following clause.

For delegate meeting.

2. Any member attending the delegate meeting or otherwise specially delegated shall be allowed 6*s*. per day as wages, and when travelling to or from the place of meeting on a Sunday he shall be paid his wages for that day. When any member so delegated is earning more than 6*s*. per day at day work, he shall be entitled to the same rate of wages as he is then earning; but in no case shall more than 10*s*. per day be paid as wages, except in the case of delegates from districts where the ordinary rate

of wages is higher than that figure. All delegates shall be allowed third-class fare, except such as have to travel by water, for which the fare allowed shall be second-class. They shall receive 7*s.* per day as expenses, Sundays included, but if the place of business is less than ten miles from their place of residence they shall be paid 5*s.* 6*d.* per day, Sundays excepted. The above expenses shall not apply to delegates from a distance whose travelling fare includes cost of living, who shall receive 3*s.* 6*d.* per day as expenses whilst so travelling. Nor shall they apply to local delegations of under ten miles, which shall be paid for at the rate of 3*s.* per day and travelling fares; nor to special auditing within twelve miles from the General Office. Doorkeepers and messengers shall be paid the minimum rate of wages of the town where the meeting may be held.

For special delegations.

3. Any member, delegated on the Society's business, and losing his situation in consequence thereof, shall be allowed the weekly rate of wages he was receiving before his discharge, subject to the approval of the Council, until he finds employment satisfactory to the members of his branch. He shall be paid the cost of removing himself and family to where he obtains employment on production of railway and other receipts; such cost to cover travelling and transport expenses only. Should he obtain employment, and not succeed in keeping it for more than eight weeks, he shall be entitled to his weekly wages; but in no case shall any member receive this benefit for a period longer than fifty-two weeks, after which he shall be entitled to donation benefit only. He shall attend the vacant book, or be liable to the same penalties as members in receipt of donation, and shall pay his contribution while in receipt of this benefit.

Rule 20.—Admission of Full Members in Classes A, B, and C.

Scale for full membership.

1. The scale of entrances for full membership in Classes A, B, and C:—

	£	*s.*	*d.*
If not exceeding the age of 22 years	0	2	6
,, ,, 23 ,, ...	0	4	0
,, ,, 24 ,, ...	0	5	6
,, ,, 25 ,, ...	0	7	0

	£	s.	d.
If not exceeding the age of 26 years	0	8	6
,, ,, 27 ,, ...	0	10	6
,, ,, 28 ,, ...	0	12	6
,, ,, 29 ,, ...	0	15	0
,, ,, 30 ,, ...	0	18	0
,, ,, 31 ,, ...	1	1	0
,, ,, 32 ,, ...	1	4	0
,, ,, 33 ,, ...	1	7	0
,, ,, 34 ,, ...	1	10	0
,, ,, 35 ,, ...	1	13	0
,, ,, 36 ,, ...	1	16	0
,, ,, 37 ,, ...	1	19	0
,, ,, 38 ,, ...	2	2	0
,, ,, 39 ,, ...	2	5	0
,, ,, 40 ,, ...	2	8	0
,, ,, 43 ,, ...	2	11	0
,, ,, 45 ,, ...	2	14	0

Mode of proposition.

2. Candidates for admission under this rule shall be proposed, seconded, and recommended by two members of the same department of trade, where this is practicable, at a branch meeting, and may be admitted at the next branch meeting. Proposition fees may also be accepted at special open meetings of Society and non-society men, held with the approval of the Executive Council. Candidates may be proposed and seconded by members of any branch in any branch of the Society they may be desirous of entering.

Who can propose.

Payment of entrance fee.

3. Candidates up to twenty-seven years of age must pay half their entrance money on the night on which they are proposed, together with 4*d*. for a copy of the rules, and the other half on the night of admission; above twenty-seven years of age, 5*s*. when proposed, with 4*d*. for a copy of the rules, and 5*s*. on the night of admission; the remaining portion of the entrance money, if any, must be paid within fourteen weeks of admission, except in the case of a candidate falling out of work, when the branch shall have power to grant an extension of time. Candidates thirty-five years of age and upwards shall be allowed twenty weeks to pay the entrance fee, and in default of such payment shall cease to be members. Candidates for admission into

branches outside the United Kingdom, if approved of by the branch where they are proposed, may be admitted without waiting for an answer, where such is necessary, from the home branches; at the same time their admission shall only stand good if the answer when received is favourable. Every candidate, on being admitted, shall be furnished with an entrance card, on which shall be entered all sums paid as entrance money, the whole of which must be paid before any sum is received as contribution; when the entrance money is paid he shall be supplied with a contribution card. When admitted.

4. Every person, before being admitted, shall express his concurrence with the rules furnished to him, and shall sign a form of proposition, which shall, on application, be given to his proposer by the secretary, containing all necessary particulars bearing upon his fitness to become a member. Candidates from thirty-five years of age upwards must produce a certificate of birth, or other satisfactory evidence of age, and where candidates have been members before, reference shall also be made to the books of the Society for previous admission for particulars as to age. Any ex-member, up to thirty-five years of age, who has been excluded for arrears may be re-admitted, with the consent of the Executive Council, on agreeing to pay up all moneys owing to the date of re-admission. Such moneys must be paid within twenty-six weeks, when the member will be restored to his former position. But in all other respects the admission must be treated in the ordinary way and the form duly filled in; but no entrance fee shall be charged. These forms, together with the certificate of birth, medical certificates, and all other documents relating to admission, shall be sent to the General Office to facilitate the keeping of the registration books. As soon as the entry is made, the certificate of birth shall be returned to the member or rejected candidate. Rejected candidates shall have the proposition and entrance money they have paid into the Society returned to them, and the proposition forms, with the reasons stated for their rejection, must be forwarded to the General Office. Concurrence of candidate. Certificates. Reinstatement cases. Rejected candidates.

5. Each candidate for admission under this rule must be qualified for membership under the following conditions: He shall have served five years at one or more of the trades mentioned in these rules, except in countries where a less number of years' Qualifications. *As apprenticeship.*

apprenticeship is the established rule; or he shall have served three years in the workshop in addition to at least four years previously in the —— department of a technical school; or he shall have been a full member of another society, and having paid up all arrears in that society, join this Society, within six weeks afterwards, in which case he shall be entitled to immediate benefits. In the latter event, however, the previous membership in the other society will not be reckoned as qualifying for superannuation. He shall be at least nineteen, and not more than forty years of age, except in the case of candidates who have previously been members and excluded for arrears, who may be admitted up to the age of forty-five. If he has been out of his apprenticeship for two years he shall be in receipt of the rate of wages ordinarily paid to the trade in the district, and if less than two years out of his apprenticeship he shall be in receipt of the wages laid down by the District Committee. He must be of good ability as a workman, of steady habits, and of good moral character. If an otherwise qualified candidate falls out of work between the date of proposition and the date fixed for entrance, such fact shall not prevent his admission. Members of other societies can be admitted in groups of not less than five, under the conditions set out in Rule 14. Any apprentice may join as a full member within the last twelve months of his apprenticeship, provided he is at least nineteen and not more than twenty-three years of age, and has already served four years' apprenticeship. Any such apprentice shall pay entrance fees in accordance with this rule, and contributions in accordance with Rule 24, and shall be exempt from paying any levies, except superannuation, until he is out of his apprenticeship, but shall be in all other respects under the same conditions as those joining the Society as full members.

Re technical school.

Re transfer.

Re age.

Re wages.

Re ability and character.

Admission of groups.

Admission of apprentices.

Method of proposition.

6. Members proposing and seconding any person to become a member shall do so verbally (except in the case of those provided for in clause 5), and attend on the night he is to be admitted to give all necessary information regarding his character and health. Failing to attend, unless a reasonable excuse can be given, the proposer shall be fined 1*s*. Should the proposer and seconder be absent on the night of admission, their statements may be accepted in writing. If the person wishing to become a member did not serve his time at any place where there is a

Proposer failing to attend.

branch, the secretary of the branch to which he applies shall write to the nearest branch to where he served his time for information, or he shall obtain a note from the employer, if practicable, stating the facts of such service. The branch written to shall forward the necessary information as early as possible. None shall be admitted unless they can produce satisfactory evidence of their eligibility. Members knowingly proposing or seconding persons for admission contrary to these rules shall be fined £1.

Information being required.

Penalties for proposing ineligible candidates.

7. The candidate shall be in attendance on the night on which he is proposed, if he resides within five miles of the branch to which he applies; should he reside more than five miles from the branch, he will not be required to attend on the night on which he is proposed, but shall do so on the night on which the question of his admission is to be entertained, in which case he shall be admitted into the room and certify to the correctness of the particulars contained in the proposition form, and shall then retire until the question of his admission is decided upon. Every admission shall be decided upon by a majority of the members present. Should the candidate reside twenty or more miles away, or in places outside the United Kingdom, then his proposition form shall be read in his absence, if endorsed by two members of the Society, and the candidate may be made a member in his absence.

Attendance of candidate.

Majority decide admission.

8. —— going to sea may be admitted in their absence. Sea-going —— and candidates going abroad as outworkers may be proposed and admitted on the same night, except those provided for in clause 7 of this rule. In cases where the candidate expects to sail before the next branch meeting night, he may be proposed and admitted by the branch committee, subject to the approval of the next branch meeting. Where the candidate has been in the Society before, his proposer and seconder shall give the necessary notice to the secretary, who shall write and get every information regarding his character previous to his re-admission. The candidate shall in every case produce his indentures or other satisfactory evidence as to the length of time he has worked at the trade.

Sea-going candidate.

Admission of those previously members.

9. No person shall be admitted a member who is at the same time a member of another trade society, except where such membership of another society is but honorary, and except in the

Disqualifications *re* other societies.

case of associated trades formed for their general protection. Any member entering any other kindred trade society shall be excluded, and forfeit all he has paid into this Society, except under special circumstances, where permission must be granted by the Executive Council. No person shall be admitted a member who is deaf or dumb, or who is ruptured, or has lost a limb, or who is subject to fits, or who is through imperfect vision obliged to wear glasses at his work, or who has lost more than two whole fingers from one hand, unless he can produce a medical certificate to the effect that his failing is not detrimental to him in his capacity as a workman. Persons who have lost one eye may, if the remaining one is good, be admitted up to the age of thirty years, but must produce a medical certificate in proof of the soundness of the remaining eye. In all these cases the medical certificates must be submitted to the Executive Council prior to the admission of the candidates.

Deaf or dumb, loss of limbs, or fits.

Eyesight.

Certificate of health.

10. The candidate before being admitted shall, if the branch deem it necessary, produce a certificate of health from such surgeon as the branch may appoint, the expenses to be defrayed by the Society. If it be certified that he is unfit to be a member of the sick benefit, he may be admitted, and entitled to all the benefits but that of sick, and shall pay into the Society such sum less in contributions as the Executive Council may determine, and when unable to follow his employment through sickness, he shall be exempt from payment of contributions altogether. The same examination and condition shall apply to members of societies not having a sick fund joining this Society, who may be certified to possess a constitution unfitting them to be members of a sick society. If at any subsequent period a member, after medical examination, is declared to be of sound health and fit to be a member of a sick society, he shall be admitted and entitled to the sick benefit after having paid the full contribution for a period of fifty-two weeks.

Provision for unfit.

Recovery of sick.

Signing of proposition book.

11. Any person becoming a member shall, on the night of his admission, sign his name in the proposition book or legal bond provided for that purpose, and be fifty-two weeks in the Society before he is a free member, except in cases in which it may be otherwise provided. Any person agreed to be admitted shall enter within fourteen weeks from such time, or forfeit what has been paid, unless a satisfactory reason be assigned for failure to

enter; such cases shall be brought before a general branch meeting.

12. Any member being single when admitted who subsequently marries shall give notice to the secretary of his branch within four weeks, or be fined 2*s*. 6*d*., and shall have no claim for funeral money for his wife until he produces proof of his marriage. Notification of marriage.

13. Any member who has left the Society in preference to paying fines inflicted or refunding benefits improperly received shall pay the same, the Council having power to allow him a reasonable time to do so after being re-admitted. If any person, having been excluded, wishes to re-enter, but not in the branch from which he was excluded, the secretary of the branch he wishes to enter shall immediately, if his proposition be accepted, write to the branch he was excluded from to ascertain why he was excluded, and whether they have any objection to his re-admission. Before he is re-admitted, particular inquiry shall be made if he ever defrauded the Society or any of its members in relation to Society matters, or if he ever applied to any other branch for admission, and, if so, what branch; or acted in any way contrary to the Society's interests, and in the latter event, the sanction of the local committee of the district in which the offence was committed shall be obtained prior to admission. In the event of such an offence being proved against him, he shall make restitution to the parties he has injured before he can be re-admitted. In all such cases the evidence shall be laid before the Council previous to admission or re-admission. If the inquiry is neglected, and the person is allowed to enter or re-enter without having given satisfaction he shall be excluded, and the amount he has paid shall be forfeited. The president and secretary shall be fined 2*s*. 6*d*. each for neglect of this inquiry.

Re-entry of those owing moneys or excluded.

District committee to be consulted.

Council's sanction.

14. Any person rejoining this Society shall occupy a position in all respects as if he had never been a member, except as provided for in clause 4. Position of member rejoining.

15. Any person detected of having knowingly entered without possessing the aforesaid qualifications, or otherwise under false pretences, shall, when discovered, be excluded, and the money he has paid shall be forfeited. Penalties for entering under false pretences.

Army and Navy Artificers.

16. Free members may retain their membership while serving as above, or candidates while in either of the services may become members, under the following conditions:—

(a) Payment of a fixed contribution of 1*s.* per week, and superannuation and accident levies; new members to pay entrance fees according to this rule.

(b) Entitled to accident, qualifying for funeral benefit, and time counted for superannuation, but not entitled to any other benefit.

(c) Disentitled to benefit when owing 12*s.*, and excluded when arrears amount to 36*s.*

(d) No fines for arrears.

(e) New members will be entitled to benefits only after payment of the above contributions for twelve months.

(f) Members being transferred must give notice to the branch secretary prior to entry under these provisions.

(g) On transfer from the conditions here laid down to ordinary full membership, notice must be given to the branch secretary, and full contributions be paid for three months before entitlement to full benefits.

Members Leaving the Trade.

Members leaving the trade.

If a member leaves the trade and follows other employment not connected therewith, his conditions of membership may be as follows:—

(a) Contributions 1*s.* per week and superannuation levies.

(b) Entitled to sick, superannuation, and funeral benefits, but not to any other benefits.

(c) Disentitled to benefit when owing 12*s.*, and excluded when arrears amount to 36*s.*

(d) No fines for arrears.

(e) In case any such member transfers from such condition of employment back to the trade, he, on notice being given to his branch secretary, shall, on payment of full contributions for three months, be entitled to full benefits.

Rule 21.—Class D. Apprentice Section.

1. Any apprentice who is working at any of the trades mentioned in Rule 1, and who is not less than sixteen, nor more than twenty years of age, may be admitted as a probationary member, provided he is of good moral character, has good health, and is of average promise as a workman. Qualification.

2. Any candidate may be proposed at an ordinary meeting by a full member of the Society, but may be seconded by an apprentice who has joined the Society under this rule; the next branch meeting shall accept or reject the proposal as may be thought fit. No admission fee shall be charged, but candidates for admission under this rule shall pay 2*d*. for a copy of the rules on the night of proposition. He must become a member within eight weeks of his proposition. He shall pay 1½*d*. per week as contributions, and shall be exempt from all levies. Any member neglecting to pay on the meeting night when he owes 1*s*. 6*d*. shall have no claim for benefit until he reduces his arrears below that amount and for two weeks thereafter, and should his arrears amount to 3*s*. he shall be excluded. Proposition. Entrance fee. Contribution. Arrears.

3. Any member of this section who has been in the Society at least twelve months, and who is not disentitled to benefit according to the foregoing clause, shall be entitled to contingent benefit as specified in Rule 26, and legal assistance in the event of the same being required, and State benefits if a State approved member, and shall be exempt from payment of contributions in the event of suspension for six days or more, provided that such suspension is caused through no fault of his own. On the death of a member not disentitled to benefit, his nominee or next of kin shall receive the sum of £5 as funeral allowance. Contingent. Benefits. Funeral benefit.

4. Any free probationary member being a ——, not disentitled by arrears of contributions, who shall lose his tools by fire or water shall receive compensation to the amount of not exceeding £5, provided in such case that the member has taken reasonable precautions for their safety, and his branch is satisfied that he has done so. Loss of tools.

5. Any apprentice who has attained the age of nineteen years, and has been at least four years at the trade and twelve months as a probationary member, may apply to his branch to become a full member. He shall fill in the particulars comprised in the Transfer to full membership.

entrance form for full members, and sign his name in the proposition book. The entrance form shall be forwarded to the Executive Council in the same manner as is described in Rule 20. If the branch is satisfied that he is eligible for full membership he shall commence to pay contributions in accordance with the provisions of Rule 24; when, provided that he has been a probationary member for two years prior to transfer, he shall be entitled to half full benefits in the class transferred to for the next fifty-two weeks, and at the end of fifty-two weeks shall be considered a free member and entitled to full benefits of the class transferred to, provided he is not 10*s.* in arrears. Any member neglecting to apply for admission to full membership within eight weeks from the termination of his apprenticeship and after being notified by the secretary, shall be excluded from the Society, unless he can assign a satisfactory reason for the omission to his branch.

Conditions afterwards.

Failing to transfer.

Rights *re* office and voting.

6. Members admitted under this rule shall be allowed to attend branch meetings, but shall have no power of voting except in election of branch and general officers, or be themselves eligible for office, except as doorkeeper or assistant secretary.

The following clauses only apply to branches outside the United Kingdom:—

Qualification of in branches abroad.

7. Any apprentice who has worked two years at any of the trades mentioned in Rule 1, and who is not less than seventeen nor more than twenty-three years of age (to apply to apprentices outside the United Kingdom), may be admitted as a probationary member, provided he is of good moral character, has good health, and is of average promise as a workman.

How proposed.

Entrance fee.

Arrears.

8. Any candidate may be proposed at an ordinary meeting by a full member of the Society, but may be seconded by an apprentice who has already joined the Society under this rule; the next branch meeting shall accept or reject the proposal as may be thought fit. One shilling shall be paid on the night of proposition, together with 2*d.* for a copy of the rules, and 1*s.* on the night of admission. He must become a member within eight weeks of the date of his proposition, or forfeit all moneys paid. He shall pay 3*d.* per week as contributions, and shall be exempt from all levies. Any member neglecting to pay on the meeting night when he owes 3*s.* shall have no claim for benefit until he

reduces his arrears below that amount and for two weeks thereafter, and should his arrears amount to 6*s*. he shall be excluded.

9. Any member of this section who shall have been in the Society at least twelve months, and who is not disentitled to benefit according to the foregoing clause, being prevented from following his employment through sickness or accident, shall be entitled to the sum of 5*s*. per week for twenty-six weeks, and thereafter 2*s*. 6*d*. per week for fifty-two weeks, when the benefit shall cease. Any member unable to work through sickness must, if claiming sick pay, inform his secretary in writing within two days; failing to do so, his claim shall only hold good from the day preceding the actual giving of notice. He shall be entitled to one-half contingent benefit, as specified in Rule 26, and exempted from payment of contributions in the event of suspension for six days or more, provided that such suspension is caused through no fault of his own. On the death of a member not disentitled to benefit, his nominee or next of kin shall receive the sum of £5 as funeral allowance.

Benefits.

Claiming sick pay.

Contingent.

Funeral allowance.

10. Any free probationary member being a ——, not disentitled by arrears of contributions, who shall lose his tools by fire or water shall receive compensation to the amount of not exceeding £5, provided in such case that the member has taken reasonable precautions for their safety, and his branch is satisfied that he has done so.

Loss of tools.

11. Any apprentice who has attained the age of nineteen years, and has been at least four years at the trade and twelve months as a probationary member, may apply to his branch to become a full member. He shall fill in the particulars comprised in the entrance form for full members, and sign his name in the proposition book. The entrance form shall be forwarded to the Executive Council in the same manner as is described in Rule 20. If the branch is satisfied that he is eligible for full membership he shall commence to pay contributions, in accordance with the provisions of Rule 24. He shall not be considered a free member until the expiration of twenty-six weeks from the date when the branch decided to admit him to full membership, but he shall be entitled to receive benefit according to this rule during such period, provided he is not 10*s*. in arrears; and if he has been a probationary member for two years prior to transfer, he shall be entitled to half full benefits for the first twenty-six weeks there-

Transfer to full membership.

Benefits.

Failing to transfer.

after. Any member neglecting to apply for admission to full membership within eight weeks from the termination of his apprenticeship, and after being notified by the secretary, shall be excluded from the Society, unless he can assign a satisfactory reason for the omission to his branch.

Rights *re* office and voting.

12. Members admitted under this section shall be allowed to attend branch meetings, but shall have no power of voting except in election of branch and general officers, or be themselves eligible for office, except as doorkeeper or assistant secretary.

Rule 22.—Class E. Trade Protection Members and Machine Workers.

Qualifications.

1. Persons over the age of twenty-one years, following any of the branches of trade mentioned in Rule 1, clause 2, may be admitted members of this section provided they have worked at least five years at any of the branches of trade mentioned in Rule 1, clause 2, and are not eligible to join as full members under Rule 20, and also persons who have been machine workers for two years, provided that they have been working under conditions sanctioned by the District Committee. Members of this section shall be entitled to benefit in times of trade disputes, to unemployment benefit, and to funeral benefit. The mode of proposition shall be governed by Rule 20. Members of the former machinist section may transfer to this class, and shall be subject to conditions of this class from the date of transfer.

Benefits.

Transfer.

Entrance fee when proposed.

Contributions.

2. Candidates shall pay 2*s.* 6*d.* on the night of proposition, together with 4*d.* for a copy of rules, 2*s.* 6*d.* on the night of admission, and the balance of the entrance fee within four weeks of the date of admission. They shall pay a contribution of 6*d.* per week, and shall be in the Society twelve months before being entitled to the benefits hereinafter set forth.

Candidates for this class shall pay entrance fees on following scale:—

Entrance fee.

	s.	*d.*
21 and not exceeding 30 years of age	5	0
30 „ „ 35 „	7	6
35 years of age and over	10	0

3. In the event of any member of this section leaving his situation by order of the District Committee or Executive

Council, or being locked out for refusing conditions which are considered unsatisfactory by those bodies, he shall be entitled to dispute benefit at the rate of 10*s.* per week for fourteen weeks, thereafter 7*s.* for fourteen weeks, and thereafter 5*s.* for twenty-four weeks, when this benefit shall terminate. Dispute benefit.

Unemployment benefit shall be paid at the rate of 4*s.* per week for fourteen weeks under conditions laid down in Rule 25, if a member is entitled to State benefit. Non-free members will be treated the same as non-free members in clause 10, Rule 25. No member will be entitled to benefit whose arrears exceed 5*s.* Unemployment benefit. Arrears.

4. Upon the death of any free member, having joined before the age of fifty-five, his nominee or next of kin shall be entitled to receive the sum of £5, provided the said member's arrears of contributions do not exceed the sum of 8*s.*, but for any member joining after the age of fifty-five years, £2 10*s.*, as funeral benefit, only shall be paid. Funeral allowance.

5. Members in this section shall participate in contingent, emergency, benevolent, and legal assistance funds, and shall pay all levies imposed for those purposes. Levies.

6. When unable to follow their employment through sickness they shall be exempt from payment of contributions upon production of satisfactory evidence to their branch, but shall comply with the rules governing all other sick members, and, in the event of losing or leaving situations under circumstances satisfactory to the branch, shall also be exempt from contributions if unemployed for six or more days, provided they sign the vacant book as directed by the branch. Exemptions from contributions.

7. They shall not be eligible for any office in the Society, except the offices of assistant secretary, vice-president, and doorkeeper; but they shall have power of voting in all elections for branch or general officers, and upon contingent, emergency, benevolent, and legal assistance fund levies. Rights re office and voting.

8. They must reduce their arrears below 5*s.* on the last meeting night in June and December (in Australasia, March and September), or be fined 6*d.* for each neglect. They shall be entitled to a notice when their arrears exceed 7*s.* 6*d.*, and should their arrears exceed 13*s.* they shall be excluded. Fines for arrears.

9. In all particulars not specifically dealt with in one or other of the clauses of this rule, members of this section are subject to and must conform with the rules of the Society, and all fines

imposed for neglect of duty, &c. shall be imposed upon members of this section to the same amount as in the case of other members for similar offences.

Transfer to full membership.

10. Any member of this class who has worked five years at the trade, and is in receipt of the rate of wages fixed by the District Committee for full members, may, if branch is satisfied with the answers given on the schedule, be transferred to full membership in either Class A, B, or C. He shall pay, as transfer fee, the difference between the entrance fee paid on admission and the entrance fee for his age at the date of transfer. (No transfers to be made after forty-five years of age.) He shall then pay full contributions and levies according to scale in the class transferred to, and shall, after twelve months, be entitled to full benefits of that class, except in regard to superannuation, when the qualifying time shall be computed from the date of transfer.

Contributions of State approved members of this section shall be paid by the Society whilst the member is unemployed to enable him to continue entitled to State sick and disablement benefit on payment of a levy of 6*d*. per quarter.

Admission in New Zealand.

11. Notwithstanding the foregoing clauses competent tradesmen may, for the purpose of the New Zealand industrial legislation, be admitted in that country at any age from twenty-one years upwards. They shall pay an entrance fee of 5*s*., and subscriptions of 4*d*. per week. They shall have the same right of admittance to all meetings as other members, and to vote at elections of officers. They shall participate in contingent, benevolent, and legal assistance funds. Members of this section shall have status in New Zealand only, but shall have the option of joining as full members up to the age of forty-five years under the rules.

Rule 23.—Class F. Helpers and Assistants.

Qualifications.

1. Any worker engaged in the —— industry who is not eligible to join any of the foregoing classes may be admitted members of this section, and shall be under the control of the District Committee. Members of this section shall be entitled to benefit in times of trade dispute and to unemployment and funeral benefit. Any members may propose and second candidates for admission under this rule.

2. Candidates shall pay an entrance fee of 1*s*. They shall pay 6*d*. on the night of proposition (together with 4*d*. for a copy of the rules), and 6*d*. on the night of admission. They shall pay a contribution of 4*d*. per week, and shall be in the Society twelve months before being entitled to benefits hereinafter set forth. Entrance fee. Contributions.

3. Any member of this section leaving his situation by order of the District Committee or Executive Council, or being locked out for refusing conditions which are considered unsatisfactory by those bodies, shall be entitled to dispute benefit at the rate of 7*s*. per week for fourteen weeks, thereafter 5*s*. per week for fourteen weeks, and thereafter 4*s*. per week for twenty-four weeks. Payments shall cease when the dispute is officially closed. Dispute benefit.

Unemployment benefit shall be paid at the rate of 2*s*. 6*d*. per week for fourteen weeks under the conditions laid down in Rule 25, if the member is entitled to State benefit. No member will be entitled to benefit whose arrears exceed 3*s*. Unemployment benefit. Arrears.

4. Upon the death of any free member, having joined before the age of fifty-five, his nominee or next of kin shall be entitled to receive the sum of £5, provided the said member's arrears of contributions do not exceed the sum of 5*s*., but for any member joining after the age of fifty-five years, £2 10*s*., as funeral benefit, only shall be paid. Funeral allowance.

5. Members of this section shall participate in contingent and legal assistance funds, and shall pay all levies imposed for these purposes. Levies.

6. When unable to follow their employment through sickness they shall be exempt from payment of contributions upon production of satisfactory evidence to their branch, but shall comply with the rules governing all other sick members, and, in the event of losing or leaving situations under circumstances satisfactory to the branch, shall also be exempt from contributions if unemployed for six or more days, provided they sign the vacant book as directed by the branch. Exemptions.

7. They shall not be eligible for any office in the Society, except the offices of assistant secretary, vice-president, and doorkeeper; but they shall have the right of voting in all elections for branch or general officers, and upon contingent and legal assistance fund levies. Rights *re* office and voting.

8. They must reduce their arrears below 3*s*. on the last meeting night in June and December (in Australasia, March and Fines for arrears.

Notice of arrears.

September), or be fined 6*d*. for each neglect. They shall be entitled to a notice when their arrears exceed 6*s*., and should their arrears exceed 9*s*. they shall be excluded.

9. In all particulars not specifically dealt with in one or other of the clauses of this rule, members of this section are subject to and must conform with the rules of the Society, and all fines imposed for neglect of duty, &c. shall be imposed upon members of this section to the same amount as in the case of other members for similar offences.

Exemption levy.

10. Contributions of State approved members of this section shall be paid by the Society whilst they are unemployed, to enable them to continue entitled to State sick and disablement benefit on payment of a levy of 6*d*. per quarter.

Rule 24.—Contributions and Arrears.

Rate of contributions.

1. There shall be three classes, A, B, C, known as full members, and they shall pay a weekly contribution of 1*s*. 6*d*., 1*s*. 3*d*., and 1*s*. respectively; but, when the General Fund is reduced to £4 per member, the contributions shall be increased by such sum per week as will sustain the funds at not less than that amount.

When increased.

At any time when five per cent. or less of our members are unemployed, the Executive Council shall take the votes of the members as to the desirability of increasing the reserve fund by extra contributions, and such extra contributions shall not continue

Subject to vote.

in force longer than twelve weeks without a second vote of the members being taken.

Arrears disentitling to benefit.

2. Any member who neglects to pay on the branch meeting night when he owes 10*s*. contributions shall forfeit all claim to donation, sick, and superannuation benefits, until he reduces his arrears below that amount, and keeps them below for four weeks

Moneys paid in advance.

thereafter; and the representatives of any member shall be entitled to any moneys which the said member had paid in advance at the time of death, plus the ordinary funeral benefit.

Non-free members and arrears.

Any non-free member under thirty-five years of age, who allows his arrears to exceed 40*s*., or over thirty-five years of age, to exceed 50*s*., shall be excluded, but all non-free members must reduce their arrears below 10*s*. one month before becoming free, or be subject to the same conditions as free members. Should

Unemployed

any non-free member be thrown out of employment under cir-

cumstances satisfactory to his branch, and be unable to pay his contributions, they shall remain in abeyance until he again obtains employment, branches to have a discretionary power to grant an extension for the payment of arrears accrued; but in no case shall he receive benefit until he has paid fifty-two weeks' contributions, unless he is withdrawn from his employment, or is involved in a strike or lock-out, and he must then pay contributions and levies. non-free members.

3. All contributions owing by members after the books are closed on ordinary meeting nights shall be considered arrears, and as herein specified will render members liable to penalties under certain conditions. In case of claims for benefits, contributions accruing from members between ordinary branch meeting nights shall not be deemed arrears, but simply moneys owing, and, together with arrears, if any, shall be deducted from the first benefits they are entitled to. When arrears count.

4. Free members in receipt of benefit shall be exempt from payment of contributions in proportion to the number of days they may be in receipt of the same. Members systematically earning wages for half the weekly hours of the district (through slackness of work or systematic short time), or members who may be suspended for holidays and who do not claim donation benefit, shall be exempt from contributions, provided they inform the secretary in less than two days from the close of each week in which exemption is claimed. Members giving up their situations to seek employment in British Colonies or other countries shall not be exempt from contributions, but members on travelling card going to or returning from employment to or from the British Colonies or other countries shall be exempt from payment of contributions during the time of the voyage. Any member having received the full amount of donation benefit to which he is entitled, and whose benefit has terminated, shall be exempt from paying contributions and levies until he again obtains employment of any kind. But he must sign the vacant book, as directed by the branch to which he belongs. Exemptions from contributions *re* short time. Travelling. Benefits terminated.

5. All levies must be entered on the contribution card as soon after such levies are made as is practicable, but they shall not be charged until the end of the quarter during which they are imposed, and shall then be charged in proportion to the number of weeks members paying them have been paying contributions Levies when charged.

Apprentices and levies.

during the quarter. Non-free members during apprenticeship shall be free from all levies except superannuation reserve levy. Levies must be considered arrears of contribution, but shall not exclude a member or disentitle him to benefits until the close of the books on the following meeting night. But should any secretary or auditor neglect to add any levies to a member's arrears at the end of the quarter, such omissions shall not afterwards, by special audit or otherwise, disentitle him to benefit.

When levies count.

Members' contributions who have obtained benefit improperly.

6. If any member has improperly received any benefit, the amount thereof shall, if not paid within fourteen weeks from the date of receiving notice from the secretary of his branch, be placed to his arrears of contributions; but if the amount to be refunded exceeds £3 10*s*. the branch may grant an extension of time to enable the member to repay the same. Any member having to refund money through coming too soon on either donation, sick, or superannuation benefit, shall only be called upon to refund in respect of the actual number of weeks' or days' benefit which he ought, according to the rules, to have remained out of benefit, and shall pay contributions only for such period; the amount of such benefit shall not prejudice his claim to benefits he may have afterwards received; but any member being placed on benefit who through arrears of contributions is disentitled to the same, and has not reduced his arrears below 10*s*., shall refund the whole of the benefit received by him. This must be refunded within fourteen weeks after he has received notice to refund, and shall not be considered arrears of contributions until the termination of that period; but should the member who has moneys to refund declare on benefit at any time during the fourteen weeks, he must clear off, from his own means, the full amount of what he was called upon to refund, before he is entitled to benefit. Any member having benefits to refund which he has improperly received shall only be called upon to refund such benefit with contributions, fines, and levies for the period in question, and any subsequent claim for benefit shall be considered and decided apart from any benefit he may have improperly received.

Refunding benefit.

Contribution card payment for.

7. Every member shall be supplied annually with a card (for which he shall be charged 1*d*., payable on the first quarter) on which shall be entered his contributions and arrears; any member losing or defacing his card shall be supplied with another, for

which he shall pay 1*d*. A member's card shall stand as a statement of his financial position, but the member shall be held responsible for its regular presentation. In any case where members' cards are not produced, the Society's books shall be decisive in case of dispute. For the yearly report the members (except those on superannuation and those on the lowest scale of sick benefit) shall be charged 6*d*.; the same shall be placed against them as arrears of contributions at the end of the September quarter. Yearly report, payment for.

8. All members owing 15*s*. or upwards as arrears of contributions shall be notified by the secretary (by circular), such members to defray the cost of postage; their names shall also be read and posted in the branch every meeting night by the president. This shall be sufficient notice to all intents and purposes. Members shall not be again notified unless their arrears have been reduced below 10*s*. Members allowing their arrears to exceed 26*s*. after having had notice as above mentioned shall be excluded. Any member having been excluded for arrears may, if he gives notice to the secretary of his intention to do so, appeal to the committee of his branch within eight weeks after being notified of the same, to ascertain if his exclusion is in accordance with the rules. All free members must reduce their arrears below 10*s*. on the last meeting night in June and December (in Australasia in March and September), or be fined 1*s*. for each neglect, seagoing and registered members and outworkers going abroad excepted. Arrears. Penalties and exclusion for arrears. Arrears.

Any registered seagoing member who has been away from any port in the United Kingdom for not less than three months who reduces his arrears below 10*s*. on the first branch meeting shall after his arrival in any port in the United Kingdom be entitled to immediate donation benefit upon establishing his claim to his branch as provided in these rules.

Rule 25.—Donation Benefit.

1. Should any member be discharged or leave his employment under circumstances satisfactory to the branch to which he belongs, and not be disentitled to benefit in accordance with Rule 24, or a non-free member (who has paid the whole of his entrance money) be withdrawn from his situation by a branch, District When entitled.

Committee, or Executive Council, and continue out and sign the vacant book for three consecutive days, he shall be entitled to benefit as follows:—

Class A.

To what entitled.

A member with ten years' membership will be entitled to fourteen weeks' donation benefit at 10*s.* per week, and thereafter thirty weeks at 7*s.* per week, and thereafter 6*s.* per week as long as he is out of employment, but in no case shall he receive more than £19 18*s.* in any period of fifty-two weeks.

Length of membership.

Members under ten years' membership and over five years' will be entitled to 10*s.* per week for fourteen weeks, thereafter 7*s.* for thirty weeks, and thereafter 6*s.* per week for thirty-four weeks, but in no case will a member of less than ten years' membership receive more than seventy-eight weeks in succession, unless withdrawn by the Executive Council, District Committee, or branch. Members with less than five years' membership will be entitled to 10*s.* per week for fourteen weeks, thereafter 7*s.* for fourteen weeks, and thereafter 6*s.* per week for twenty-four weeks, when the benefit shall terminate, unless the member is withdrawn by the Executive Council, District Committee, or branch.

Class B.

To what entitled.

A member with ten years' membership in this class will be entitled to fourteen weeks at 10*s.* per week, and thereafter thirty-eight weeks at 5*s.* per week.

Length of membership.

A member with less than ten years' membership and more than five years' will be entitled to fourteen weeks at 10*s.* per week, and thereafter twenty-six weeks at 5*s.* per week. A member with less than five years' membership will be entitled to fourteen weeks at 10*s.* per week, and thereafter fourteen weeks at 5*s.* per week. In each case in this class the benefits then terminate unless the member is withdrawn by the Executive Council, District Committee, or branch.

Class C.

To what entitled.

Members in this class will be entitled to ten weeks at 10*s.* per week, thereafter twelve weeks at 5*s.*, and thereafter fourteen weeks at 2*s.* 6*d.* per week, when this benefit will terminate, unless the

member is withdrawn by the Executive Council, District Committee, or branch.

2. Any member who has made forty-eight hours (overtime included) in any week between Friday and Friday shall not be entitled to donation benefit between those days, and any member claiming donation shall be compelled to state to the branch the number of hours he has worked (including overtime) in the week for which he claims donation, and, failing to give a correct statement, he shall be fined 5*s*. Any member commencing to work on a night shift shall be entitled to benefit for the day preceding the night on which he may start work, provided he has signed the vacant book, but shall not be entitled to receive for the day on the morning of which he may cease work. In the case of young free members being withdrawn from their situations through not receiving the rate of wages laid down by their branch or District Committee, they shall be entitled to donation benefit. If a member who has been working in a district other than that in which the branch of which he is a member is situated, claims benefit, he must produce a note to his branch secretary from the secretary of the nearest branch to where he has been working, bearing out the statements of such member, before such benefit can be paid.

Hours worked per week.

Penalty.

Night shifts.

Outworker's claim for benefit.

3. The amount of benefit to which a member is entitled on claiming and sustaining claim to donation shall be determined as follows: If he has had no benefit during the twelve months before, he shall be entitled to full terms of benefit as laid down in clause 1 of this rule, according to length of membership. If, during the twelve months before, he has received full benefit of 10*s*. per week for any period short of fourteen weeks, or in Class C ten weeks, he shall be entitled only to a continuation of such benefit for a further period which will make up fourteen weeks in Classes A and B, or ten weeks in Class C. If, during the twelve months prior to claiming benefit, he has already had fourteen weeks' full benefit in Classes A and B, or ten weeks in Class C, he will not be entitled to any further full benefit, but to short benefit only. If, during the previous twelve months he has had fourteen weeks' full and part of short benefit, or in Class C ten weeks' full and part of short benefit, he shall be entitled to receive short benefit for a further period which will make up the number of weeks as laid down in clause 1, to which, according to length of membership, he is entitled to such short

Benefits, amounts and periods.

benefit. Any member having received the full term of fourteen weeks' full donation benefit in Class A or B, or ten weeks in Class C, shall not again be entitled to full donation benefit until he has worked for eight successive weeks at the trade at the ordinary rate of wages of the shop or district in which he is employed.

Suspensions.

4. Any free member not disentitled in accordance with Rule 24, who has not worked during the week more than a number of hours (including overtime) equal to half the working hours of a full week, being suspended for not less than three days for stocktaking, breakdowns, or slackness of work, and having signed the vacant book in accordance with the rules, or without signing it if he has contagious or infectious sickness in his family, shall be entitled to donation benefit.

Annual holidays.

5. Members being suspended for holidays for a number of days in excess of ten in any one year shall be paid donation benefit for such days, provided they sign their own branch or district vacant book according to the rules, if such district or branch vacant book is open to them. The ten days in question shall be apportioned by the District Committee, and the members may be paid for the days of any holiday period in excess of the number allotted by the Committee for such period, but no member shall be entitled to less than three days' benefit at any one holiday period. Such three days may be consecutive or days immediately preceding and following a holiday. Immediately upon these rules coming into operation the District Committees shall clearly allocate the holidays over the year. Any suspended member having signed the vacant book for twelve consecutive days prior to a holiday shall be treated as discharged, and paid accordingly.

Disqualifications.

No member shall be entitled under this clause who has worked systematic overtime in each of the four weeks immediately preceding holiday suspension.

6. Any member losing his employment through neglect of work, drunkenness, or disorderly conduct, shall not be entitled to donation until he has again been in employment at the trade for eight consecutive weeks at the ordinary rate of wages of the shop or district he may be working in, and any member leaving one job to go to another under circumstances not satisfactory to his branch, and not keeping it for six successive weeks, shall not

be entitled to donation until he again obtains employment and works for four successive weeks at the trade.

7. To prevent, as far as possible, any member from obtaining donation improperly, the applicant must state to the secretary, in writing, the cause of his leaving his employment within twenty-four hours, and attend the branch meeting next following to make his claim. Should he not claim within four weeks from leaving work, he shall refund the donation paid him and be disentitled to benefit until he again works at his trade. If unable to attend through unavoidable circumstances, he shall make the claim in writing, unless at the time of his discharge he was on sick benefit, and then must claim donation benefit immediately on his recovery. If any non-free full member who is on donation or contingent benefit obtains employment, but loses the same within four weeks under circumstances satisfactory to his branch, he shall still be entitled to the benefit of which he was previously in receipt. If a member leaves his employment for the purpose of passing a Board of Trade examination for a certificate, he shall be entitled to donation at the conclusion of such examination, provided that he claims benefit within four weeks after leaving his employment. Board of Trade examination.

[Seagoing engineers upon leaving the ship to prepare for passing the Board of Trade examination will be exempt from payment of contributions and levies for six weeks from the time of leaving the ship, but they must notify their branch secretary. Exemptions.

On receipt of notice in writing in accordance with this rule, the branch secretary may pay donation benefit which may be due to any member of his branch if he is satisfied with the claim pending the member establishing his right to donation benefit before his branch.]

8. If any member by reason of private objections refuses work when it is offered to him, or neglects to apply when informed of a vacancy, he shall forfeit his donation until he again obtains employment at his own trade and receives the ordinary rate of wages for four successive weeks, unless he can show sufficient reason for the refusal or neglect to the branch committee, or a majority of the members present on the next branch meeting night. If he is found in any way to be imposing on the Society he shall forfeit his donation and suffer such punishment as the branch or branch committee may consider his case deserves. Forfeiture of donation.

Giving preference to non-member.

Any member who is in receipt of benefit, and gives preference to, or asks for a situation for, a person not belonging to the Society, shall be suspended from benefit for six months. If any member gets a situation, or uses his influence in getting one, for any person not belonging to the Society, without the consent of the secretary and president, he shall be fined not less than 20*s*.

Member wishing to travel.

9. Any member in receipt of donation wishing to travel, shall make application for a travelling card to the president or secretary, and such card shall then be filled up in strict accordance with the existing rules for that purpose. Branch committees, with

Compelling to travel.

the approval of their branch, shall have power to compel members under fifty years of age on donation to use travelling cards, and any member so compelled who fails to obtain employment in the district within four weeks, must proceed elsewhere in search of the same. The card shall contain the member's name, the amount he has received as benefit, and the department of trade to which he belongs, and must be sent to the General Office to be regis-

Conditions of travel.

tered before being issued to the member. He shall call upon the secretary of one of the branches at least once in two days, or, failing to assign a satisfactory reason for neglecting this, shall be disentitled to benefit for that time. Failing to obtain a situation within three months, he may deliver his travelling card or certificate to the nearest branch secretary and sign the vacant book. When any member who has been on travel six months arrives at any branch, his case shall be investigated by the branch committee, and the result of committee's finding entered on the card. The secretary of the branch at which any member arrives when on travel shall direct him to the place he considers most likely to give employment.

Traveller signing.

10. Any member with a travelling card who stops in a town where there is a branch more than one day, must sign the vacant book, according to clause 2 of Rule 12, and give up his travelling card to the secretary during such stay. Any non-free full member who has paid the whole of his entrance money, and is not 10*s*.

Bed cards.

in arrears, shall be allowed 8*d*. for a bed when on travel and in a town where there is a branch, and, in towns where there are two or more branches, payment for a bed for six nights. Each non-free member shall produce a certificate showing the time when it was granted, also the amount he may have received for beds at all branches he may have called at; the secretary of each branch

must enter on such certificate the amount he has paid to the member in each case. Members who are disentitled to benefit, desiring to travel, shall have a special travelling card as proof of membership, with provision made for payment of contributions into any branch. To prevent imposition the date and amount of subscriptions received by members on travel shall be entered on their cards or certificates. Certificates.

11. When any member on travel obtains employment, he shall within three days deliver his travelling card or certificate to the secretary of the branch nearest to the place of such employment, and pay his contributions into that branch; if he neglects to deliver up his card or certificate within three days he shall be fined 6*d*. for each day exceeding that time. When the secretary receives the travelling card, he shall forward the same to the General Office, and in American, Canadian, and Colonial branches, to their respective Councils, within seven days, but if within that period the member again falls out of employment, the secretary may at his discretion re-issue the travelling card again to the member. Should it be proved that a member in receipt of donation, or on travel, does not exert himself to obtain employment, he shall forfeit the benefit. Notifying employment. Return card.

12. A discretionary power shall be vested in the officers of each branch to detain a member on travel for a short time for investigation of his case by the branch committee, or if they see a prospect of obtaining employment for him, subject to the same conditions as a member in receipt of donation; but no member on travel shall remain in a town where a dispute is pending. Wherever a branch holds its meetings, it is the duty of the branch officers where practicable to see that there is sleeping accommodation at a reasonable cost for members on travel. Powers of officers *re* travellers.

13. Any member leaving or being discharged from his employment must notify his branch secretary within twenty-four hours in accordance with the following form:—

To the Secretary of the —— Branch.

The —— day of ——, 19—.

Sir,—This is to inform you that I [left *or* was discharged from] Notice.

the employment of [*firm's name*] on the —— day of —— on account [*state reason*].

(Signed) ——.

Name ——.
Address ——.
No. of Card ——.

Members must state whether they left or were discharged in the first space, and the reason therefor in the space after "account."

Rule 26.—Contingent Benefit.

Amount. 1. Should any member be thrown out of employment from any of the following causes, he shall be entitled to contingent benefit at the rate of 5*s.* per week, probationary members 5*s.* and 2*s.* 6*d.* per week for the Colonies and America, upon production of evidence satisfactory to the Council; the application for the benefit to be made to the branch within eight weeks.

Wages or prices advance. 2. Any shop or district strike for an advance of wages, or for advance of piece prices or other improvement in the conditions of labour, entered into with the previous sanction of the Council, or members being compelled to cease work owing to disputes or causes over which we have no control. While the Society in any district may not be directly concerned in a trade dispute with employers, our members refusing to work in association with persons introduced to do the work of the men on strike, will be entitled to contingent benefit provided their action is approved by the District Committee.

Wage or price reduction. 3. Any strike or withdrawal of members against a reduction of wages, or against a reduction of piece prices, entered into with the previous sanction of the District Committee.

Extension of hours. 4. Any strike entered into or discharge of a member or members in resistance of an extension of hours of labour, or encroachments upon existing conditions of overtime, or the rates paid for working away from the shop.

Piece or task-work. 5. Any strike against the introduction or retention of piece-work or task-work that is contrary to the regulations of the District Committee.

Encroachments. 6. Any strike or lock-out caused by the introduction of the two-lathe or other machine system, encroachment on the trade, or the introduction of labourers to do the work of mechanics.

7. Any lock-out or discharge of members simply because they are members of, or refuse to leave, the Society. Membership upheld.

8. Any general strike or committee withdrawal, approved by the Council, against the imposition of unjust or tyrannical rules or conditions of labour. Innovations.

9. Members discharged for acting as members of legitimate shop deputations authorised, or afterwards sanctioned, by the branch or District Committee. Deputations victimised.

10. Members, acting on instructions from District Committee, refusing to do work coming from shops where members are on strike, or refusing to work with non-society men. Other cases.

11. Members in any shop who are compelled to take action in conjunction with other trades, and who stop work before it is possible to consult the District Committee or the Executive Council, shall, in the event of their action being afterwards approved by the Council, be entitled to contingent benefit. Action taken in connection with others.

12. No members will be entitled to contingent benefit who at any time fail to obtain for themselves the ordinary wages or other conditions of working, as laid down by the District Committee, of the shop in which they may start or be working, except in cases where their position has been affected or changed by a general advance of wages movement, as per clause 1 of this rule; nor will any members be entitled for refusing conditions previously accepted by them, or which they have assisted to establish. When not entitled.

13. In case a member in receipt of contingent benefit obtains employment, and does not work for four successive weeks, or loses such employment again while the strike or lock-out which occasioned his being on the benefit is in progress, he shall still be entitled to this benefit. Delegation on the Society's business shall not be considered as such employment. Member on benefit obtaining employment.

14. No member shall receive contingent benefit for a longer period than fifty-two weeks. Term of benefit.

15. The case of any member which does not come under any of the clauses of this rule, being recommended by his branch, shall be considered on its merits by the Executive Council; and if a member is discharged on account of slackness, or other reasons satisfactory to his branch and the Council, prior to and while a general strike or lock-out is in progress, and is unable, owing to such strike or lock-out, to find employment, he shall, on production of satisfactory evidence, be entitled to contingent and Not otherwise dealt with.

dispute benefit equal to that of a *bonâ fide* strike or locked out member.

To all members entitled to contingent benefit under any of the foregoing clauses the Executive Council shall order immediate payment of this benefit. If this benefit is refused by the Executive Council, it shall on request of a branch state its reason for refusal.

RULE 27.—CLASSES A, B, AND C. SICK BENEFIT.

When entitled.

1. Any free member of these classes not disentitled to benefit in accordance with Rule 24, when visited by mental disease, bodily sickness, or lameness (not occasioned by drunkenness, disorderly conduct, or any disease improperly contracted), must, within two days from the time of his indisposition, give notice to the secretary in writing, according to the form placed at the end of this rule, and shall then be entitled to benefit as laid down in this rule; if he fails to do so, his claim shall only hold good from the day preceding the actual giving of notice. The secretary shall order the sick stewards to visit the sick member. The member on his recovery must send notice in writing to the secretary within two days, or be fined 1*s*. No member shall receive benefit for less than three days, and no member shall receive sick benefit for any day on which he has done work.

Giving notice.

Notice of recovery.

Doubts arising as to sickness.

2. If any doubt arises in the minds of the members of the branch to which a sick member belongs as to the state of his health, they shall appoint a physician or surgeon to examine him, and he, accompanied by two members of the branch, shall investigate the case, and give a certificate as to his state of health, the expense to be borne by the Society. Should it be proved that such member has been imposing on the Society, he shall pay all expenses consequent on such inquiry, and such penalty as the branch may deem necessary, even to exclusion. Should any member in receipt of sick benefit refuse to sign, or cause to be signed, the sick steward's book, or refuse to receive the visit of a physician or surgeon, such member shall cease to be entitled to sick benefit until he consents. Any member knowing of a member having imposed on this benefit and not reporting the same to the secretary or branch to which the sick member belongs, shall be fined 5*s*.

Amount entitled to, taking previous benefit into account.

3. The amount of benefit to which a member is entitled on making and sustaining his claim shall be determined as follows:

If it is found that he has received no sick benefit during the twelve months before, and is otherwise entitled, he shall be entitled to the full amounts as laid down in this rule and according to duration of membership.

Amount entitled to if 10 years a member.

If a member in Class A or B of ten years' standing, and it is found that he has received full benefit in the twelve months before for a period short of twenty-six weeks, he shall be entitled to a further period of full benefit which will make up twenty-six weeks. If it is found that such member has received twenty-six weeks in the twelve months before, he shall not be entitled to any further full benefit.

If under 10 years a member.

If a member in Class A or B of less than ten years' and more than five years' standing, and it is found that during the twelve months before he has received full benefit for a period short of twenty-six weeks, he shall be entitled only to such full benefit for a further period which will make up twenty-six weeks. If he has received twenty-six weeks' benefit in the previous twelve months, he shall not be entitled to any more full benefit, but only to short benefit according to scale.

If under 5 years a member.

If a member in Class A or B of less than five years' standing, and it is found that he has received twenty weeks' benefit, he shall not be entitled to any further full benefit. If it is found that he has received full benefit for a period short of twenty weeks, he shall be entitled only to a further period which will make up twenty weeks. And, if the member of less than five years' standing has received twenty weeks' full and a certain period of short benefit in the twelve months prior to claiming benefit, he shall be entitled to short benefit according to scale.

On sick benefit terminating, no member shall be again entitled to further benefit until he has worked for eight weeks at the trade or occupation he was following prior to sickness, but shall be entitled to exemption from contributions during the remainder of his sickness.

Sickness while abroad.

4. Any member, not disentitled to benefit through arrears, being ill in any foreign place where there is no branch, shall, on producing satisfactory evidence of the same to his branch, be entitled to his sick benefit from the time he is so left until his recovery, but in all cases he shall send a surgeon's or consul's certificate once a month to entitle him to benefit, except in the case of the South African branches, which shall have discretionary

Evidence.

power to grant sick benefit to members residing ten miles and upwards from any branch, who are not in a position to claim owing to distance, accidents, or sudden attacks of illness, but who upon recovery give proof of such sickness, which may be accepted as satisfactory evidence to entitle them to benefit.

Removal of sick member.

5. Should a sick member's case be such as to require a change of air, the member shall cause to be sent to the secretary of his branch a note from his medical attendant stating the necessity for his removal to the country. If the notice is satisfactory to the secretary and sick stewards, he shall be at liberty to go, and they shall likewise have the power to grant him one fortnight's sick pay in advance if he requires it. Should he remain more than a fortnight the secretary of the branch to which he belongs shall write to inform the secretary of the nearest branch to where he has removed, and, if practicable, he shall instruct the sick stewards to visit him and pay him his sick benefit. But in districts where there is no branch the member shall send a note to his own secretary with information as to the state of his health, and shall do so every fortnight he continues there; failing to do so he shall forfeit all benefits until such time as he conforms to this rule. The note aforesaid must be signed by a surgeon, or two respectable householders, who must give their addresses. Any member being ordered to take a sea voyage for the benefit of his health, shall be allowed to go on producing a certificate from a surgeon recommending such a voyage as beneficial to the health of the member, and shall be entitled to benefit during such voyage. Secretaries may, if desired, send clearances for members on sick benefit.

Secretaries' duties.

Sea voyage.

Member discharged through misconduct.

6. Any member shall be entitled to sick benefit, although he may have been discharged from his employment for misconduct and so not entitled to donation; provided that the ailment was not brought about by misconduct, and that he produces medical evidence thereof satisfactory to his branch.

False declaration.

7. Any member making a false declaration of sickness shall refund all moneys received in such case, and shall forfeit all benefits, except funeral benefit, for fourteen weeks. If detected a second time, he shall be expelled from the Society.

Times out of doors.

8. Any member receiving sick benefit shall not be allowed to be out of his residence earlier than 7 o'clock in the morning nor

after 9 o'clock in the evening from the first day of April to the last day of September, nor before 8 o'clock in the morning nor after 7 o'clock in the evening from the last day of September to the first day of April, unless the branch decides that an extension of time would not be injurious to the member's case. Branches outside the United Kingdom shall arrange these times suitably to their seasons. Any member acting contrary to the above shall not be paid for the days he so violates the rule. If any member is proved to a branch or branch committee meeting to have been intoxicated while receiving sick benefit, or before sending in his declaring-off note, or is detected doing any kind of work, he shall forfeit one week's sick allowance, or may be fined not more than £2. Should any member, by persisting in staying out after the proper time, or other misconduct, prolong his ailment or disease, he shall forfeit entirely his claim to benefit in respect of any such ailment or disease until he is restored to health. Any member so misconducting himself shall not be again entitled to benefit until he has worked for twelve consecutive weeks at the trade, and received the ordinary rate of wages paid in the shop or district in which he may be working.

Member intoxicated.

Or misconducting himself.

9. If any member through accident is rendered unconscious, or is otherwise mentally deranged (the same not being caused by misconduct), and he is thereby unable to send or cause to be sent his declaration of sickness to his branch, or if he is on travel, he shall, on the production of satisfactory evidence to the nearest branch or branch committee, be entitled to benefit from the time he met with the accident or was otherwise mentally afflicted. If any member entitled to benefit falls sick or lame on travel, he shall, on sending a declaration of sickness to the nearest branch, be relieved in accordance with this rule. The stewards shall visit the member within twenty-four hours of the receipt of his notice, but if his case is dangerous and they are aware of it, they shall visit him without delay. They shall, if the member requires it, give notice to his relatives or friends, and, if necessary, he shall be removed to his friends at the Society's expense; but in no case shall more than £3 be allowed for that purpose. He shall then be relieved by the branch nearest to his residence. The stewards shall be paid all reasonable expenses for their attendance.

Accident.

Sick stewards.

Class A.

Amount entitled to.

A member in this class having a membership of ten years will be entitled to 10*s*. per week for twenty-six weeks, and thereafter 5*s*. per week as long as he continues ill, making a total of £19 10*s*. in the first fifty-two weeks. A member with five years' membership and less than ten shall be entitled to 10*s*. per week for twenty-six weeks, and thereafter 5*s*. per week for the next seventy-eight weeks, when this benefit shall terminate. If of under five years' membership, he shall be entitled to 10*s*. per week for twenty weeks, and thereafter 5*s*. per week for the next thirty-two weeks, when this benefit shall terminate.

Class B.

A member in this class having a membership of ten years will be entitled to 5*s*. per week for twenty-six weeks, and thereafter 2*s*. 6*d*. per week as long as he continues ill. A member with five years' membership and less than ten years will be entitled to 5*s*. per week for twenty-six weeks, and thereafter 2*s*. 6*d*. per week for the next twenty-six weeks, when this benefit shall terminate. If of under five years' membership, he will be entitled to 5*s*. per week for twenty weeks, and thereafter 2*s*. 6*d*. per week for the next twenty weeks, when this benefit shall terminate.

Class C.

Members in this class will be entitled to 2*s*. 6*d*. per week for twenty-six weeks in any period of fifty-two weeks, when this benefit will terminate.

When State approved members in these classes are unemployed, their contributions due under the Act will be paid by the Society, thereby securing the full benefits under the Act.

Notice.

FORM OF DECLARATION ON SICK BENEFIT.

—— Society.

To the Secretary of the —— Branch.

The —— day of ——, 19—.

Sir,—This is to inform you that I became on the —— day of ——, 19—, incapable of working at my trade on account of ——,

and I therefore request sick benefit on and from that date, not having worked any portion of that day.

(Signed) ——.

Name ——.
Address ——.
No. of Card ——.

NOTE.—Any member claiming sick benefit must send a copy of this form to the branch secretary within two days from the time of his indisposition, or sick benefit will only be given for one day previous to that on which the form was sent. This intimation must be entered in the branch minute book, and read out to the subsequent branch meeting.

FORM OF DECLARATION OFF SICK BENEFIT.

—— Society.

To the Secretary of the —— Branch.

The —— day of ——, 19—.

Sir,—This is to inform you that I became on the —— day of ——, 19—, again able to work at my trade, and was, therefore, on and from that day disentitled to sick benefit.

(Signed) ——.

Name ——.
Address ——.
No. of Card ——.

NOTE.—Any member in receipt of sick benefit becoming capable of resuming work, and not sending a copy of this form to the secretary of his branch within two days of such time, will be fined 1*s.* for every day or part of a day's neglect to do so. This intimation must be entered in the branch minute book, and read out to the subsequent branch meeting.

RULE 28.—MEMBERS SENT FOR IN CASES OF EMERGENCY.

Men sent for.

1. Any secretary on receiving notice from the General Secretary, vacant-book keeper, any of the branch secretaries, secretary of any recognised mutual aid, any registrar, or any member or employer, that men are wanted in a particular district, shall, immediately on receiving such notice, send any members in receipt of donation or contingent benefit, or non-free members whom he considers qualified and are out of employment, direct to the district where such men are required; and the men so sent shall

Removal of tools.

receive their fares by the most convenient route. —— shall, in addition to their railway fare, be remunerated for any legitimate expense to which they may be put in removing their tools to and from the railway stations. No member's railway fare shall be paid from one district to another when suitable men may be obtained from the Society's books in the district where such men are required. If they fail to obtain the situations, and desire to return to the place from which they were sent, or if they fail to retain situations for three months (unless discharged or leaving under circumstances satisfactory to their branch), their fares shall be paid back to the Society. The travelling expenses incurred shall not be counted as benefit, but must be repaid to the Society by the member, provided he receives the fare from the person by whom he is employed or was sent for. Any member entitled to benefit shall, if sent to a situation in accordance with the foregoing, be paid his travelling fare, although he may not have been out of employment for three days; in no case shall he receive more than £1 10*s*. Members on donation benefit who seek and obtain employment for themselves in a district other than that in which they are residing, shall, on producing *bonâ fide* proof thereof to their branch secretary, be entitled to their railway fares to the place where such employment has been obtained, provided there are no suitable men there signing the vacant-book.

Travelling expenses.

Penalties for refusing to remove.

2. Any member under fifty years of age who is on donation benefit, refusing to remove to other places, shall be suspended from donation, when the branch or branch committee shall at once investigate the case, and decide upon his claim to donation, and what other penalty, if any, shall be imposed. In no case shall a member under fifty years of age refuse to go to, or start at, a situation in which he will receive the usual conditions of the district to which he is sent. Should any member receive notice of a situation in any district where there is no branch, and the same be approved by the secretary and president (where it is practicable to consult them), such member shall receive the same benefit as those sent for in cases of emergency. Any secretary neglecting to attend to this rule shall be fined 5*s*. for each neglect, unless a satisfactory reason for the omission is assigned to the branch.

RULE 29.—ACCIDENT BENEFIT.

1. Any full member in Class A or B not in arrears more than 16*s*., who, by losing a limb, or having one disabled by accident or otherwise, or through blindness, imperfect vision, apoplexy, epilepsy, or paralysis, may be rendered permanently unable to follow any of the departments of trade mentioned in Rule 1, provided that it was not the result of intemperance or other improper conduct, shall receive the sum of £100, and a member in Class C shall be entitled to £50, on the production of medical or other testimony of such permanent disablement satisfactory to the Executive Council. Any member receiving this benefit must first sign, or cause to be signed, an agreement binding himself to refund the same should he afterwards resume work at the trade, and in such event, if necessary, proceedings shall be taken against him or his sureties to recover the amount received or any portion thereof. Any free full member being permanently disabled from working at the trade through any of the aforementioned causes, and not having been in the Society twenty-five years or attained the age of fifty-five at the time of such disablement, must accept this benefit in preference to any other.

Qualification.

To what entitled.

2. Any member meeting with an accident, or being afflicted in such a manner as would entitle him to the benefit of this rule, shall give notice of the accident or affliction to the secretary, who shall cause the same to be entered in the minutes as soon as possible. The Council in all cases, if they consider there is a probability of restoring him, shall have the power to place the member under whatever professional man they may think proper, the expenses to be defrayed from the accident fund. If declared incurable, the money shall be paid to him within eight weeks of the decision of the Council entitling him to that benefit. Any member having received disablement benefit since —— will not be entitled to any further benefit, with the exception of funeral benefit, for which he shall pay 2*d*. per week. His relations shall not be entitled thereto if more than eighteen weeks in arrears, and he shall be excluded when 5*s*. in arrears; but in all cases he shall give notice to the secretary, at the time when he receives the benefit, of his intention to remain a member under this provision. Those who received the benefit prior to —— must pay 6*d*. per week, and shall be entitled to sick pay if arrears are kept

Notice to be given.

Entry of notice.

Position of member receiving benefit.

under 5*s*., and their relatives to funeral benefit if arrears are under 8*s*. at the time of death. They shall be exempt from all levies except benevolent, and shall be excluded if owing 13*s*.

Certificate. 3. Any member claiming accident benefit shall produce or send to his branch such medical certificates and other evidence relating to his case as he is possessed of, and shall himself, unless incapacitated by his ailment, attend the meeting and answer all questions Investigation. put to him. The branch shall then investigate his claim, and if satisfied as to its validity shall instruct the branch secretary at once to apply to the General Office for a form of application, which he shall fill in and return, together with all certificates furnished by the member. He shall also give all the requisite information on the case, and the Council shall, after receipt thereof, decide whether the claimant is or is not entitled to the benefit; and should the Council decide that he is not entitled, they shall clearly state their reason for such decision.

Recovery of member. 4. Should any free full member meeting with an accident, or being afflicted with any of the aforementioned diseases, be so far recovered that he considers himself fit to work at any department of trade mentioned in Rule 1, and resume work, but through the effect of the said accident or affliction be compelled to leave his employment, and evidence be given satisfactory to the Council of his permanent unfitness for work, the member shall not be deprived of the benefit of this rule.

Non-free member. 5. Any member who, by reason of accident or affliction sustained before he is free, becomes permanently incapacitated from following his employment, shall have the whole of the moneys he may have paid into the Society returned to him, and shall then cease to be a member.

How fund raised. 6. The amount expended in paying claims under this rule shall be raised by levy upon all members not on any of the Society's benefits.

Legal aid. 7. Any free member, not disentitled to benefit in accordance with clause 1 of this rule, meeting with personal injuries in the course of his employment, or when going to his employment, or returning from his employment, or in search of employment, or engaged on the Society's business, will be entitled to legal aid to get compensation for such injuries, and proceedings may be taken under any Act of Parliament which may be deemed best in the interests of the member, and if any member meets with injuries

resulting in death, his dependants will be entitled to be legally represented at the inquiry as to cause of death if considered necessary by the branch secretary or a responsible officer of the Society. The member meeting with such personal injuries may have the cause of his accident inquired into by the officers of his branch, and if the said accident shall have occurred so as, in their opinion, to entitle him to compensation under any Act of Parliament, the officers of his branch shall, with the consent of the Executive Council, institute proceedings to obtain such compensation. Any member or members having any deduction made in their wages, or being dismissed from their employment for reasons which may form good ground for legal assistance, may be assisted to recover what may be involved in the case. The member, in the event of legal action being successful, shall be required to refund to the Society such expenses as may have been incurred on his behalf, but he shall not be required to pay the whole amount of such expenses if they exceed the amount received by him under an award.

Loss of tools.

8. Any member, being a ——, losing tools by fire or water, or any seagoing member losing tools or effects, shall receive compensation for the loss sustained if it is satisfactorily proved to the branch committee and Executive Council; such compensation shall be the amount required to purchase new tools or replace those destroyed; but in no case shall a greater sum than £10 be awarded. ——, when removing from one shop to another, shall be allowed the cost of the conveyance of their tools when the distance exceeds one mile, such expenditure to be submitted to the first meeting of their branch for approval or otherwise. No member shall be entitled to the benefits enumerated in this clause if more than 10*s.* in arrears, excepting seagoing members, who may be 14*s.* in arrears. All compensation for losses embraced by this clause shall be paid from the fund raised for accident benefit.

Arrears.

Rule 30.—Superannuation.

Qualification.

1. Any member fifty-five years of age who has been for twenty-five years successively in the Society, who is not out of benefit through arrears, and who through old age or infirmity is unable to obtain the ordinary rate of wages, or (in the case of members who have left the trade) who is unable to follow his usual occu-

pation, and applies for superannuation benefit, shall state his case to a summoned meeting of his branch. Should a member be confined in a lunatic asylum or otherwise incapacitated from claiming personally, his claim may be made by a wife or dependent relative. Should a member having received benefit for 132 consecutive weeks or more make application for superannuation benefit, he shall be entitled to such amount as he would have been entitled to had he claimed on the date of declaring on sick benefit. Should the meeting be satisfied with the validity of his claim, the branch secretary shall furnish all evidence to the Executive Council, who shall have power to grant the sum of 7*s.* per week; or, if thirty years a member, 8*s.* per week; if thirty-five years, 9*s.* per week; or, if forty years or upwards, 10*s.* per week.

To what entitled.

Members in Class C, when not less than fifty-five years of age with twenty-five years' membership, will be entitled to this benefit at the rate of 5*s.*, with thirty years' membership 6*s.* per week, thirty-five years' membership 7*s.* per week, 40 years' membership 8*s.* per week.

In the case of trade members going into Class C, the qualifying time for superannuation shall count from the date of transfer into Class C.

In the case of former machinist and any future members in Class C transferring into Class A or B, two-thirds of the time in Class C or former machinist section only shall count for superannuation benefit.

Members transferring from Class A or B to Class C shall, from the date of transfer, only be entitled to Class C scale of superannuation and other benefits, and members transferring from Class A to Class B, shall, from the date of transfer, only be entitled to Class B benefits.

When entitled.

2. Superannuation benefits shall be payable from the time when the member has established his claim thereto to the satisfaction of the Executive Council. If at any future time the evidence given should be found to have been false, he shall be suspended from benefit until his case is investigated and decided on by his branch and the Council. In all cases wherein the Council may decide that a member has not established his claim, they must furnish the branch to which he belongs with particulars of such decision and the reasons for the same. He shall be entitled to superannuation benefit irrespective of any income he may derive from private

means, and no inquiry shall be made with reference to a member's private income. Private means.

3. A member whilst receiving the benefit of this rule shall not be allowed to work at any department of trade mentioned in Rule 1. Should he do so, he shall not receive superannuation benefit whilst so employed, and shall pay contributions and levies. Any such member, whilst working at the trade, being paid off or falling sick, must notify the secretary according to Rules 25 and 27. Not allowed to work.

4. Any member having received superannuation benefit shall never be allowed to receive other benefits except benevolent and funeral benefits. But should any member fifty-five years of age and for twenty-five successive years in the Society be permanently disabled from following his employment through any of the causes mentioned in this rule, he shall have the choice of accepting either superannuation or accident benefit. All members of societies amalgamating with the Society shall date their entrance from the time they joined their respective sectional societies, and members thereof not already free shall stand in the same position. Other benefits.

5. If a member in receipt of any benefit under these rules obtains parish relief or becomes an inmate of any lunatic asylum, his branch may, with the approval of the Council, pay the whole or any portion of the benefit for any period that would have otherwise been payable to such member, to his wife or any of his relatives who are legally entitled to receive the same. Parish relief.

Superannuation Reserve Fund.

6. Each full member in Classes A, B, and C, except those whose benefits have terminated, superannuated members, and members who have been refused superannuation benefit due to continuous sickness, shall pay 1*s.* levy per quarter for the purpose of raising a seperannuation reserve fund; and a further sum of 6*d.* per quarter may be imposed, if at any time the Executive Council consider it necessary to augment the fund, but such augmentation shall be subject to the vote of the members, and shall not be imposed for more than twelve months without a further vote being taken. Former trade members going into Class C who are over forty-five years at the date of transfer shall not pay superannuation levy, and shall not qualify for superannuation benefit. Special levy. Council's powers.

To what applied.

7. All moneys raised by the above-mentioned levy and interest accruing therefrom shall be invested apart from the general fund of the Society. They shall be invested in Municipal Corporation or County Council bonds, or on mortgage of freehold or leasehold property submitted by our members, or in building and acquiring club-rooms for the business of the Society in districts with over 2,000 members, the District Committee and members guaranteeing ten per cent. of the cost. In all such cases the moneys must be invested in the names of the general trustees, who shall be subject to the regulations provided by Rule 32. The rate of interest charged to members who borrow on the security of freehold or leasehold property shall continue at five per cent. for the first five years if the money is borrowed on a twenty years' basis, or until repayments corresponding to the same if the money is being repaid on a scale based on a less number of years. After that the rate of interest shall be four per cent.

The numbers only of borrowers from the fund shall be published in quarterly and yearly reports.

For how long so applied.

8. No part of this fund or interest accruing therefrom shall be used for any purpose except re-investment until otherwise provided for by rule. A statement shall be furnished to the members, through the quarterly and annual reports, of all accumulations and transactions in connection therewith.

Rule 31.—Funeral Benefit.

To how much entitled.

1. On the death of any free full member in Class A, B, or C, whose arrears at the time of death do not exceed 16*s*. (except registered members whose arrears shall not exceed 50*s*., or those provided for in clause 3), £12 shall be paid to defray his funeral expenses in the case of Class A or B, and £8 in the case of Class C. Notice shall be sent to the secretary, who, on the production of the registrar's or surgeon's certificate of death, shall give his order on the treasurer within twenty-four hours. After such order has been received, he shall pay or cause to be paid to

Who entitled.

the widow, nominee, or next of kin lawfully appointed to receive the same, the sum of £12 or £8 (less any arrears or other money owing), on receiving a stamped receipt for the same. The widow or nominee of any other member shall, on the death of such member, be entitled in like manner to the sum specified by the rules.

2. Each branch shall be provided with a declaration book, in which any member can enter as his nominee (such nominee not being an officer of the Society), the name of the person to whom, at his death, the funeral benefit shall be paid in accordance with sect. 10 of the Trade Union Act Amendment Act, 1876, as amended by the Provident Nominations and Small Intestacies Act, 1883. The particulars of such declaration or registration shall be inserted in the clearances of members removing from one branch to another. Any member shall be at liberty to change the name of his nominee. Declaration book.

3. Any free member, if not more than 16*s.* in arrears (or registered member whose arrears do not exceed 50*s.*), shall, on the decease of his lawful wife, on applying at the time specified, receive the sum of £5 in Class A or B, and £3 in Class C, £7 and £5 respectively to remain for his own funeral expenses. But any member having received funeral allowance previously or subsequently to the amalgamation of the various societies, shall not be entitled to receive an allowance for any succeeding wife, except in the case of a member who has only received £3 or £4 for a first wife, who may, if the second wife dies, receive as much as will make up £5, leaving £7 for his own funeral. No member shall have more than £12 or £8 respectively as funeral benefit both for himself and wife. In every case in which the declaration book has not been filled in and signed by a member, a certificate of marriage or other proof of next of kinship must be produced before this benefit is paid. Wife's death.

4. Should any member, being entitled to the funeral benefit, die when on travel in search of work, and his friends be unable to remove him to his proper home, the officers of his branch, or the nearest branch to where he died, shall cause him to be decently interred; the expenses of his funeral shall not exceed £7, and should his widow, nominee, or next of kin apply for the surplus, it shall be paid. In the case of any member dying, and there being difficulty in determining who is to receive the funeral money, the branch shall pay the expenses of funeral, which shall not exceed £7; and the residue shall be paid to the person legally entitled. Dying when on travel.

Rule 32.—Investment of Funds and Trustees' Duties.

General directions.

1. All money subscribed or paid and all property acquired or owned for the objects mentioned in these rules belonging to the Society, or any part thereof, shall be vested as follows: All land, machinery, and premises acquired for the general purposes of the Society, and all money directly under the control of any of its general governing bodies, or any general officer, shall be vested in the general trustees of the Society and of such bodies for the time being in joint ownership. All money under the control of any branch or branch officer, and all land acquired for the purposes of any branch, shall be vested in the trustees of such branch for the time being in joint ownership.

Branch banking.

2. Each branch must deposit its money in the Post Office Savings Bank or some other responsible public bank. All moneys of each branch shall be deposited in the name of the Society, and in the names of five trustees, the signatures of three, at least, being requisite to the withdrawal of the same or any part thereof.

Banking of branch moneys.

At the close of each meeting, if there be £20 or upwards in any branch, it shall be banked by two trustees previous to the next meeting night. Branch trustees shall not be allowed to hold any keys of the Society's boxes. If a trustee should be elected as a key-holding officer, the branch shall appoint some other member to hold his key of the drawer, wherein shall be deposited all cheques, banking books, and other securities.

Bond to be drawn up.

3. A bond may be drawn up, where this is practicable, between the trustees, officers, and members of each branch, whereby the trustees shall not dispose of any of the Society's money that may be deposited in their names contrary to the true meaning and intent of the rules of the Society. They shall, at any time when required by the decision of a meeting of their branch convened for that purpose, transfer all bonds and deliver up all moneys, cheques properly signed, books, and other property of the Society to the person or persons appointed as their successors, and authorised to receive the same. Acting trustees shall each be paid the sum of 1*s.* when engaged in banking or withdrawing money, except where it is absolutely necessary for them to lose time, in which case they shall be paid at the same rate of wages as they are then in receipt of, in addition. Acting trustees out of employment or on superannuation shall be paid the sum of 1*s.*, in addi-

Transfer of papers.

Payment of acting trustees.

tion to any benefit of which they may be in receipt. No treasurer, secretary, or money steward of a branch shall act as a trustee, and no member shall be appointed trustee who has been less than four years in the Society, except in new branches. Two trustees shall deposit, and three withdraw, all money, and these trustees only shall be paid for such transactions.

Council's powers *re* investment

4. The Council shall, subject to rights reserved to American, South African, and Australasian Councils, invest the funds of the Society to the extent of not more than £1 per member on the security of Municipal Corporation bonds, or in the building or purchasing of offices or premises for our own use, the investments to be made in the names of and carried out by the general trustees.

Re trustees.

Such trustees shall give a bond, duly and legally signed and attested, for all money invested in their names, and shall hand over to the Council all documents, books, and accounts held by them in regard to such investments, to be kept in the Society's safe.

Central account.

The Council shall in return give a due acknowledgment of the receipt and safe deposit of the same. The Council shall also open a central account at the Post Office Savings Bank or some other responsible public bank (but not with any private firms or tradesmen), in which shall be deposited the money of the Society which may from time to time be under their control. Such account shall be kept in the names of five trustees, who shall act as general trustees for all property not vested in the branch trustees. The general trustees shall be drawn from the London branches. They shall be elected by, and remain in office during the pleasure of, the members.

Transfer of moneys.

The Council shall have power to instruct them to draw from the bank all or any portion of the money standing to their account, or to transfer the account to any other such bank as aforesaid.

Insecurity of bank.

5. Should any bank or corporate body in which any part of the Society's funds is invested be suspected of insecurity, the Council, branch, or branch committee shall have power to order the trustees to withdraw the same forthwith.

Rule 33.—Equalisation.

Council's powers.

1. There shall be an equalisation of the funds of the Society whenever the Executive Council may deem it necessary, in proportion to the number of members in each branch. The Council

shall authorise the debtor branches to pay the creditor branches the equalisation money due to them in such manner, form, and place as they may think best, and with the greatest security. They shall also have full power to cause one branch to remit to another branch, from time to time, whatever sums of money they may deem necessary to meet the expenditure of such branch. Branches shall in no case remit local bank notes for money so sent, and in no case shall one branch be ordered to remit to another less than £20.

How remitted.

2. Creditor branches banking their money in the Post Office Savings Bank shall, when equalisation takes place, forward their bank book to the trustees of the debtor branch, who shall cause the required amount to be transferred from their own to the creditor's bank book. The secretary of each branch which is to receive equalisation money must forward to the secretary of any branch ordered by the Council to pay money to it, the names and addresses of three trustees to whom the money may be made payable. All money to be remitted to or from Australasia shall be remitted through the Executive and Australasian Councils. Every trustee receiving money or correspondence under this rule shall inform the secretary of his branch within three days after receiving the same, or be fined 2*s*. 6*d*. Any secretary neglecting to write, and any officer neglecting to remit or receive money, according to the orders of the Executive Council, shall be fined £1.

Australasian branches.

Penalties.

Rule 34.—Members Going Abroad.

Notification.

1. Any member going abroad shall inform the secretary of the branch to which he belongs, who shall then give the member a certificate, and shall transmit in his next quarterly report to the General Secretary a statement of the position in which the member stands in the Society. Any member going abroad, or any seagoing member, may register and still pay his contributions if he thinks fit; and, if entitled to benefit at the time of leaving shall be entitled to benefit on joining one of the branches in the country to which he may be going.

Benefit.

Going to where no branch exists.

2. Should any registered member go to a country where a branch of the Society does not exist, he shall not, upon return, have any claim upon the Society's funds if more than twenty-six weeks in arrear, until he produces a certificate of health from

such surgeon as the branch may appoint, the expenses of the same to be defrayed by the member. He shall then reduce his arrears in conformity with clause 2, Rule 24, and it shall be four weeks after such arrears are paid before he is entitled to benefits. Should such a member pay, or cause to be paid, his contributions during his absence, in accordance with the said rule, he shall be entitled to the benefit of the rules provided for funeral and accident; and, should he return, he will be immediately entitled to all the benefits of the Society.

Contributions during absence.

Position on return.

3. Any member returning from abroad shall make application to the secretary of the nearest branch, who shall write to the General Secretary to ascertain his position in the Society previous to leaving the country. He shall then be allowed fourteen weeks to pay his arrears of contributions, and it shall be four weeks after these are paid before he is entitled to benefit. Any member allowing his arrears to exceed two years' contributions, exclusive of levies, shall be excluded. His arrears shall, however, be posted in the club-room three months previous to such exclusion. This shall be deemed a sufficient notice.

Exclusion.

4. Any seafaring free member being shipwrecked, or meeting with an accident or illness while following his employment, if he is not more than 14*s.* in arrears, shall be entitled to sick benefit. If not sick, and not in receipt of wages, he shall be entitled to donation benefit from the time of such shipwreck or accident.

Seagoing members.

Rule 35.—Members' Clearances.

Any member working in a district where there is a branch twenty miles nearer than that to which he belongs shall inform the secretary. The secretary shall then write to the branch from which he came for his clearance, which shall specify when he entered, his age on entrance, if a free member or not, married or single, the department of trade which he entered as following, in how much he is indebted, and what he is entitled to, and the benevolent grants received. If he is not entitled to benefit, his clearance shall state the reason. No member shall be compelled to remove his clearance from one branch to another if working within twenty miles from the branch to which he belongs. No member shall be allowed to remove his clearance from one branch to another to evade the investigation of a charge made against

Particulars.

20 miles' limit.

him, nor shall he be allowed to place his clearance in a branch which numbers more than 300 members if there is a branch in the district having less than that number, and no member shall be allowed to remove his clearance from one branch to another for the purpose of receiving benefit sooner than he otherwise would have done had he remained in his own branch. All clearances shall be sent through the post from one branch to another. Any member not reporting himself within forty-eight hours shall be fined 2*s*. 6*d*., and any secretary neglecting to attend to this within seven days shall be fined 2*s*. 6*d*.

Clearance by post.

Penalties.

Rule 36.—Appeals.

1st Court of Appeal	.....	To the branch committee.
2nd ,,	.....	Summoned meeting of the branch.
3rd ,,	.....	Executive Council.
4th & Final ,,	.....	Final Appeal Court.

First court.

1. Any member of this Society, or persons claiming on behalf of a member, finding himself or themselves aggrieved, or having any complaint against the officers or members, or being excluded for arrears or benefits improperly received, must first appeal to the committee of his branch for redress within eight weeks from the date of the dispute, or from the date of his exclusion. All such appeals must be made in writing. If not satisfied, he or they must then appeal within four weeks to a summoned meeting of the branch, provided the appellant had at least seven days' notice of such meeting, and, if he or they do not receive satisfaction, the appeal must then be made to the Executive Council, if notice in writing be given to the branch secretary, and such appeal be made within fourteen weeks from the date of the decision of the branch. No appeal shall be ruled out of date through the neglect of any secretary, and no appeal shall be dealt with by any tribunal in the Society unless such appeal has been submitted to the members, branch committee, or Council concerned therein, with a view to their answering the same. All documents concerning the appeal must be read to the meeting by the president, and the secretary shall then attach the seal before sending them to the Council. The branch secretary shall furnish no other evidence than that heard before the branch, and shall submit the same to the branch before sending it to the Council. And in all

Time of second court appeal notice.

Time of third appeal notice.

Duties of officers.

cases of appeal the reasons upon which decisions of the Council are founded shall be given to the appellant in detail, and such decision shall be final, unless reversed by the Final Appeal Court meeting.

Time of final appeal notice.

2. Any branch or member feeling aggrieved with the decision of the Council, after the reasons for such decision have been given to the branch or member, may appeal to the Final Appeal Court meeting. All such appeals must be made in writing and lodged at the General Office four weeks before the Final Appeal Court meeting assembles. All appeals to be submitted to the Final Appeal Court shall be the same as submitted to Executive Council, no fresh matter to be given by either the said Council or the appellant.

Charges in writing.

3. All charges made by one member against another must be made in writing, and if any charge on investigation turns out to be made through malice and without foundation, the member preferring such charge shall be liable to exclusion or such other punishment as the case deserves. Should it be proved that any member has given false evidence or withheld information which would have facilitated the ends of justice, he shall be liable to exclusion or such other punishment as the case deserves. In the event of the member making the charge, or the one against whom the charge is made, not being able to attend through sickness, or other unavoidable circumstances (the same to be satisfactorily proved to the branch committee, or, if not so, the member to be fined the expenses of the meeting), the investigation shall be postponed until another occasion. All charges against members shall be investigated by the branch to which the member charged belongs, except as provided in Rule 13, clause 12. Any branch dissatisfied with the conduct of the member of another branch may appeal to the Council for redress, and in all cases where members are summoned to give evidence, this clause shall be read over to them before their evidence is taken.

Evidence and reading of clause.

Rule 37.—New Branches.

Initiation.

1. Any number of persons, not being less than twelve, who are following any of the trades mentioned in Rule 1, and who are desirous of forming a branch of the Society, may apply to the nearest branch, or to the Council, and state their age, how long

they have worked at the trade, and other particulars. Any branch applied to as above shall send to the Council the number of men working at the above-named trades, and all other necessary information. Should the Council decide that a branch shall be opened at any specified place, they shall adopt such measures as they may think necessary in accordance with Rule 14, clause 9, to carry the same into effect. Persons entering a new branch shall be subject to the same rules and regulations as persons entering other branches. The Council shall decide upon the propriety of continuing branches with not more than ten members; and in large towns where branches are in close proximity, and do not contain upwards of 100 members, the Council shall have power to form two of such branches into one, or three into two, as they may decide.

Council's powers.

Continuance of branches.

2. Branches which have not been in existence four years shall be considered new branches.

Rule 38.—Piece-Work.

Penalties for asking for.

1. If any member asks for or takes work by contract or piece-work contrary to the conditions here following, from any firm or factory where piece or contract work does not at present exist, and the same is proved to the satisfaction of the District Committee, he shall for the first offence be fined 20*s*., for the second 40*s*., and for the third be expelled from the Society. Piece-work, however, may be worked subject to the conditions here following, provided that the minimum rate of wages of the district is fully guaranteed by the firm introducing it.

Paid through pay office.

2. All members engaged on piece-work shall, as far as possible, make it imperative that they shall be paid through the pay office, and not by a piece-master. Where this is not possible they shall, upon the request of their branch or the District Committee, produce their pay sheet. District Committees shall see that members have a proper rated wage guaranteed, apart altogether from piece prices, and in cases where members are working piece-work, the District Committee shall draw up rules by which it shall be governed, so as to protect our members against the action of employers who seek to interfere with the minimum wages of the district.

Powers and duties of committee.

Penalties for not sharing.

3. Any member taking work by the piece or contract, and not

sharing equally in proportion to his wages any surplus made over and above the weekly wages paid to members and other persons working on the job, shall be summoned before his branch or branch committee, and if he does not comply with the above regulation he shall be fined in the first instance 20*s*., in the second 40*s*., and in the third instance be excluded, subject to the approval of the Council.

Penalties for intriguing.

4. Any member found to be using his influence to discharge, or cause to be discharged or suspended, men working on any piece or contract job, who are in receipt of the ordinary rates or wages of the district, and substituting boy labour or cheaper labour in their place for the purpose of making surpluses over and above the rate of the day wages of the district, shall for the first offence be fined 40*s*., for the second 60*s*., and for the third be excluded; such penalties, with the reason therefor, shall be posted in a conspicuous place in all the clubrooms of the district; and the District Committee secretary shall furnish each branch secretary with the necessary information.

Penalties for working under piece-master contrary to rule.

5. Any member working for or under any piece-master, and not receiving an equal share in proportion to his wages of any surplus made over and above his weekly wages, shall be summoned before the branch, branch committee, or District Committee; and, on his refusing to leave such employment he shall be fined for the first offence 20*s*., for the second offence 40*s*., and for the third offence be excluded, subject to the approval of the Council.

Rule 39.—Conduct, Offences, Penalties.

Enumeration of offences.

1. If any member is satisfactorily proved to have stolen the funds or property of the Society; to have been convicted by a Court of justice; to have, with intent to deceive, tampered with, falsified, or otherwise wilfully misused any books or other documents belonging to the Society; to have, contrary to these rules, obtained possession of, or refused to give up when in his possession, any books, keys, papers, or other documents or effects belonging to the Society; to have refused to sign or execute any cheque, transfer, deed, or other document to which his signature or execution was required by these rules; to have refused to obey these rules, or to comply with any order by them authorised, he shall be fined such sum (not exceeding £5) or suspended from benefit for

Penalties.

so long as the committee or branch meeting who have tried him may think proper, or shall be excluded from the Society, and forfeit all money paid by him thereto.

Misconduct at meetings.

Penalties.

2. Any member causing a quarrel, swearing, or using abusive language in any of the Society's meetings shall be fined 2*s*. 6*d*. Any member not obeying the president when called to order three times shall be fined 1*s*., the total fines not to exceed 5*s*., and should he continue disorderly, he shall be expelled from the room for that evening, by force if necessary. Any member introducing topics not consonant with the Society's business shall be fined 1*s*. Whenever any motion has been decided upon, no one shall be allowed to speak upon the subject any longer. Any member refusing to pay the fine, or any member conniving at or endeavouring to vindicate the conduct of a member having so offended, shall be fined 2*s*. 6*d*. If the member's conduct is of a very aggravated nature, the branch may impose a fine of not more than 20*s*.

Misconduct arising from branch meetings.

Penalties.

3. If any member censures another outside the Society's rooms for giving his opinion at any of its meetings, he shall be fined 1*s*. for each offence. Any member upbraiding another for receiving any of the benefits shall be fined 2*s*. 6*d*. for each offence. Any member divulging anything relating to the Society's business, except to a member, shall be fined 5*s*. Should any member strike another he shall be fined 5*s*. for each offence. Should any member upbraid another for leaving a situation and returning to it again (if he has done so to the satisfaction of his branch), he shall for each offence be fined 1*s*.

Misconduct while on benefit.

Penalties.

4. Any member charged with disorderly conduct while on donation, sick, or superannuation benefit shall be summoned before the branch or branch committee, and, if the charge is proved, be liable to such penalties as the nature of the case demands. Any member finding fault with a member's conduct while on donation, sick, or superannuation benefit, and not reporting him to the president or secretary of the branch to which he belongs, shall be fined 5*s*.

Conviction in Court of justice.

5. Any member being convicted by a Court of justice shall be liable to exclusion or such suspension as the branch to which he belongs may deem fit. Should it be proved to the Council at any time that such a member was wrongfully convicted he shall be reinstated, but shall pay the whole of his arrears, for which the branch shall grant him a reasonable time.

6. All fines by this rule or elsewhere by these rules imposed shall be inflicted, if relating to branch matters, by the branch secretary, and failing him by the branch president. If the branch secretary and president fail to impose any fine when due, they shall each be liable to a fine of 1*s*. Penalties, by whom imposed.

7. All fines by this rule or elsewhere by these rules imposed shall be paid within fourteen weeks from the imposition of such fine, or if not then paid shall be treated as arrears of contributions. When fines paid.

8. The general trustees shall, under the direction of the Council, prosecute, or, if more convenient, direct any branch or district officer or officers to prosecute, any member or other person suspected by them of any offence legally punishable with reference to the affairs of the Society; and they may themselves institute, or if more convenient, may direct any branch or district officer or officers to institute, civil proceedings against any member or other person refusing to give up possession of any of the Society's property or any branch property; or doing or neglecting to do any act so as to render himself liable to civil proceedings in reference to the Society's affairs, or the affairs of any branch thereof. Prosecutions at law.

9. No member shall call on or write to the secretary of any branch or District Committee at the works where he is employed, under a penalty of 2*s*. 6*d*. for each offence. Calling on secretary improperly.

Members Defrauding Each Other.

10. Any member receiving money to pay for another member, or for a person proposed or desiring to be proposed to become a member, and neglecting to do so on the first meeting night, shall be fined 2*s*. 6*d*. for such neglect. He shall also be responsible for the money paid to him, and the fines incurred, if any. All such cases shall be brought before the branch or branch committee for their decision. No member so entrusting his contribution money shall have any claim upon the Society if thrown out of benefit through the person entrusted with the said contribution money failing to pay the same, but under such circumstances no member shall be excluded. Neglecting to pay trust money. Penalties.

11. Should any member refuse to pay money entrusted to him as above mentioned, together with the fine as before mentioned,

he shall be deprived of all benefit till the same be paid into the Society.

12. Any member entrusted with money from the funds, and misapplying the same, shall be deprived of all benefit until he has refunded the amount, and shall pay a fine of twenty per cent. on the sum so misapplied; such moneys to be paid to the money steward on a regular meeting night.

Committing felony.

13. Members feloniously taking the funds shall be expelled from the Society and prosecuted according to law.

Rule 40.—Dissolution.

How Society may be dissolved.

The Society may be dissolved by consent of nine-tenths of its members voting in meeting duly summoned for the purpose; or whenever the number of members is reduced to fifty by deaths and by exclusions in conformity with the rules, a majority of the remaining members may, in meeting assembled at the registered office of the Society, finally dissolve the Society; and after discharging all debts and liabilities legally incurred in the Society's name they may divide the funds, if any, among the whole of the members in equal portions.

Division of moneys.

Rule 41.—Regulations for Conducting Branch Meetings.

Order in which the business of each branch is to be conducted.

1. The meeting must be opened at the time agreed upon by the branch, when the president or secretary shall call over the names of those officers who are required to be in attendance, and shall see that all fines are duly enforced for neglect or non-attendance, and the president shall call over the names of those members whose arrears exceed 15*s*.

2. The president shall inquire if any member has any person to propose; if so, a proposition form, which will be supplied by the secretary for that purpose, must be filled up, and handed to the president. No proposition shall be received after the first hour if there is other business to be transacted.

3. The president shall during that hour require the vice-president or assistant secretary, in branches having one, to read over the minutes of the previous meeting (if any); likewise a detailed account of the branch's income and expenditure for the previous

fortnight; all bills of extra expenses, apart from benefits, also shall be read over and passed by the meeting before being paid; and, if necessary, the banking book or cheques shall be produced.

4. The president shall read aloud to the meeting the names of those proposed, their age, profession, &c., after which they shall be called into the room, asked the necessary questions, be provided with a copy of the rules, and then retire.

5. The president shall then call over the names of those proposed on the previous meeting night. He shall require the proposer and seconder to state what they know of the candidate, and shall obtain for everyone an impartial hearing. He shall take the sense of the meeting (by ballot, if required by a majority of the members present), as to their fitness for admission. When all the candidates have been examined, he shall call over the names of those to be admitted, who shall be brought into the room, and placed before him. He shall ask them the necessary questions. If they answer in the affirmative, they shall be formally admitted. The president shall then read over to them the initiatory address.

6. Seagoing candidates may be proposed and admitted on the same night, in cases where the candidate must sail before the next branch meeting night, provided the branch where he is proposed is satisfied as to his eligibility.

7. Claims for benefit, including donation, contingent, superannuation, benevolent, accident, and sick claims (if necessary) shall next be entertained, after which all correspondence in connection with the branch shall be read, and any other business appertaining to the branch shall be entertained until the time of closing the meeting.

Part II.—State Insurance Section.

1.—General.

1. Parts I. and III. of the National Insurance Act and the schedules thereto, and all regulations, orders, and special orders lawfully made thereunder, hereinafter collectively referred to as "the Act," shall be deemed to be incorporated in these rules, and anything in these rules inconsistent with any provision of the Act shall be void and of no effect.

2. Except as otherwise provided in these rules, Part I. of these rules shall apply to all members of the Society, but anything in

Part I. of these rules inconsistent with anything in Part II. of these rules shall be void and of no effect for the purposes of National Health Insurance, and in particular no insured member
S. 76. shall be levied upon, fined, suspended, or expelled from the Society, or pay any entrance fee or other charges, so far as regards National Health Insurance, except under the provisions in Part II. of these rules, and no insured member shall be deprived of the right of voting on any questions and matters arising under the Act except in accordance with the provisions of Part II. of these rules.

2.—Office.

In the event of any change in the situation of the registered office, notice of such change shall be sent within fourteen days to the Commission approving the Society (or to the Joint Committee, as the case may be) and to the Insurance Committee for every county (or county borough) in which any insured member of the society resides.

3.—Objects.

S. 23. In addition to all other objects of the Society it shall be an
S. 24. object of the Society to be an approved society within the meaning of the Act, and to transact business under the Act, and to do
S. 26 (1). all things required by the Act and by the Commission for the purpose of so being an approved society, and of transacting such business.

4.—Insured Members.

S. 1 (1). 1. "Insured members" means all persons contributing for or
S. 79. entitled to benefits under the Act, who are members of the Society
S. 46. for the purposes of the Act.
S. 49.

S. 30. 2. Any person eligible for membership under Part I., includ-
S. 34. ing any apprentice to the —— trade of sixteen years of age and upwards, who is entitled to contribute for benefits under the Act, may apply to become an insured member of the Society if
S. 30 (1). not already a member of an approved society for the purposes of the Act.

S. 55 (2). 3. Every application for membership shall be in the form at
S. 45. the end of these rules, accompanied by such satisfactory evidence of the age and nationality of the applicant, and that he is entitled to become an insured person, as the Society may require.

4. Where a person has made such an application he shall be deemed to have been admitted as a member of the Society, unless the Society within twenty-eight days after the date on which the application is made give notice to the applicant of the rejection of his application. Any such application, or any such notice of rejection, may be made or given by properly addressing, prepaying, and posting a letter containing the application or notice.

5. No application of any person to become an insured member of the Society shall be refused solely on the ground of the age of the applicant. S. 30 (2).

The Society may require any applicant for membership to produce his birth certificate and medical evidence as to the state of his health, these documents to be furnished at the applicant's expense.

5.—Contributions of Insured Members.

1. Save as expressly provided by these rules, the contribution payable in respect of every insured member, whether an employed or a voluntary contributor, shall be 7*d*. per week (hereinafter called the "employed rate"): Ss. 4 (1), 45 (1). Second Schedule.

Provided that—

(a) No such contribution shall be required in any week during which the insured member has been in receipt of sickness or disablement benefit, unless he has worked during that week. S. 10 (4). Third Schedule (1).

(b) Contributions paid in respect of insured members by their employers or otherwise in manner provided by the Act shall be deemed to be contributions paid by the members under this rule. S. 4 (2). S. 4 (1).

(c) Contributions of an insured member under this rule shall cease to be payable on his attaining the age of seventy years. S. 4 (3). S. 5 (2).

2.—(a) An insured member, being a voluntary contributor under the Act, who became an insured person before the 15th day of January, 1913, and who was at the time of so becoming insured of the age of forty-five years or upwards, shall pay contributions at the rates specified in Table A in the hands of the General Secretary and branch secretary. S. 5 (1) (*a*).

(b) An insured member, being a voluntary contributor under S. 5 (1).

the Act, who became an insured person on or after the 15th day of January, 1913, shall pay contributions at the "voluntary rate" as specified in Table B in the hands of the General Secretary and branch secretary.

S. 5 (1) (b). (c) An insured member who, before becoming a voluntary contributor, had been an employed contributor for five years or upwards, shall pay contributions at the employed rate.

S. 6 (1). 3. An insured member who, having joined the society as a voluntary contributor, becomes employed within the meaning of the Act, shall nevertheless continue to pay the contributions specified in Table A or B, as the case may be, unless he gives notice of his desire to be transferred to the employed rate.

S. 47 (4) (b). S. 53. 4. An insured member whose employer is liable under sect. 47 or 53 of the Act to pay him remuneration during the periods of sickness specified in those sections shall pay contributions at the rate of 5*d.* per week, but no such contribution shall be payable during any period of disease or disablement during which remuneration is payable after he has given notice to the Society of such disease or disablement.

S. 7 (c). 5. Every insured member shall at such times as the Society may from time to time require, or as may be required by the Commission, deposit with the local secretary his contributor's card or other sufficient receipt for all contributions paid by or in respect of him during the preceding period specified by the Executive Council or by the Commission, and produce when required his Insurance Book, and shall do everything required by the regulations of the Commission. Any insured member who, without sufficient reason given, deposits or produces at these times more than one card or book, shall be liable to a fine not exceeding 1*s.*

6. Every insured member who is an employed contributor shall report forthwith to the branch secretary if he has reason to believe that the contributions payable in respect of him are not being paid, and it shall be the duty of the branch secretary, if the Executive Council so direct, to forward the report to the Commission.

S. 4 (2). 7. The contributions of members who are employed contributors under the Act must, unless paid by Parliament, be paid in the first instance by their employers. Members will find in Table III. a statement of the contributions which their employers may lawfully deduct from their wages.

Second Schedule. Part I.

A member who is about to enter upon an employment by reason

of which he *continues* to be an insured person shall apply for a contribution card to the branch secretary. A new card will not necessarily be required merely by reason of a change of employment.

6.—Arrears.

1. Where an insured member is in arrears he shall be liable to such reduction or suspension of benefits as is specified in these rules and in the tables referred to therein. S. 10.

2. If an insured member pays in any calendar year the whole or any part of any arrears of contributions payable by him which accrued during that or the preceding year, then after one month from the date of such payment he shall be treated as if the arrears so paid had never become due. S. 10 (5).

3. No account shall be taken of any arrears accruing—

(a) during any period when the insured member is rendered incapable of work by some specific disease, or by bodily or mental disablement; S. 10 (4) (*a*).

(b) in the case of an employed contributor, at any time before the 15th day of July, 1913; S. 10 (4) (*c*).

(c) during the whole of any period exceeding six months, during which the insured member was an inmate of and supported by an institution to which a certificate of exemption has been granted under the Act; S. 51 (2). S. 51 (1).

(d) in the case of maternity benefit payable in respect of the posthumous child of an insured member, during the period subsequent to the father's death.

4. An insured member who, having been for less than five years from his entry into insurance an employed contributor, becomes a voluntary contributor, shall be deemed to be in arrear to the amount of the difference between the aggregate contributions actually paid by him and those which would have been payable had he been a voluntary contributor from his entry into insurance. S. 6 (4).

5. If an insured member who is an employed contributor falls into arrear through unemployment the Executive Council may, if they think fit, at any time excuse any part of such arrears not exceeding such part as would have been payable under the Act by his employer had the insured member continued in his last employment. S. 10 (6).

S. 43 (2) (*b*). S. 55 (1). 6. An insured member who has previously been a deposit contributor shall be deemed on joining the Society to be in arrear to the amount of the estimated loss (if any) of the Society by reason of his so joining, allowance being made for the reserve value credited to the Society in respect of him.

S. 79. 7. If an insured member who is an employed contributor is unemployed for a period exceeding twelve calendar months, the branch committee shall decide whether his unemployment is due to inability to obtain employment or to a change in his normal occupation, in which latter case he shall cease to be treated as an employed contributor and shall pay contributions as a voluntary contributor. An insured member shall have the right to be heard by the branch committee before the decision, and shall have fourteen days' notice of the hearing.

S. 10 (1). 8. An insured member whose contributions are in arrear for more than twenty-six weeks on the average for every year since his entry into insurance shall be suspended from all benefits, and an insured member whose contributions are in arrear for more than thirteen weeks on the average for every year since his entry into insurance shall be suspended from sickness and disablement benefit, but in neither case shall he thereby cease to be an insured member of the Society.

S. 10 7). 9. The method of calculating the average amount of arrears shall be that prescribed by the regulations of the Commission.

7.—Benefits of Insured Members.

S. 8 (1). 1. Except as otherwise provided by these rules every insured member shall be entitled to the following benefits:—

(a) Medical benefit (members in Ireland excepted).

(b) Sanatorium benefit.

(c) Sickness benefit.

(d) Disablement benefit.

(e) Maternity benefit.

(f) Such additional benefits, if any, as the Society may give under a scheme made by them and sanctioned by the Commission under these rules.

S. 14 (1). 2. Medical and sanatorium benefits, and additional benefits in the nature of medical benefit, are administered by the Committee

for the county (or county borough) in which the insured member entitled to them is for the time being resident.

All other benefits are administered by the Society, and all applications relative to them must be addressed to the branch secretary.

3. An insured member who, being an employed contributor, was on the 15th day of July, 1912, between the ages of sixty-five and seventy, shall be entitled to benefits in accordance with Table F in the hands of the General Secretary and branch secretary. S. 15 (2) (*e*). S. 49.

4. An insured member shall be suspended from benefits while he is an inmate of and supported by any institution to which a certificate of exemption has been granted under the Act. S. 51 (2).

5. No member shall assign or charge any benefit payable to him under this rule. Any such assignment or charge is void. S. 111.

8.—Medical Benefit.

1. Medical benefit means medical treatment (including attendance, medicines, and appliances) or a payment in lieu thereof. S. 8 (1) (*a*). S. 15 (2).

2. The right to medical benefit will not commence until the 15th day of January, 1913. S. 8 (8) (*a*).

3. No insured member will be entitled to medical benefit while resident temporarily or permanently elsewhere than in England, Scotland, or Wales. S. 8 (4). S. 81 (9).

4. Notwithstanding anything in these rules an insured member shall be entitled to medical benefit during a disease or disablement caused by his own misconduct. S. 14 (4).

5. The right to medical benefit does not cease at the age of seventy.

9.—Sanatorium Benefit.

1. Sanatorium benefit means treatment in sanatoria or other institutions, or otherwise, when suffering from tuberculosis or such other diseases as the Local Government Board, with the approval of the Treasury, may appoint. S. 8 (1) (*b*)

2. In order to be entitled to this benefit a member must be—

(a) recommended for it by the Insurance Committee; and S. 16 (3). S. 8 (4).

(b) resident in the United Kingdom (unless temporarily resident in the Isle of Man or the Channel Islands).

S. 12 (2) (*b*). 3. If an insured member is receiving sanatorium benefit as an inmate of an institution and has no dependants, his sickness or disablement benefit, as the case may be, shall be paid to the Insurance Committee administering the benefit.

4. The right to sanatorium benefit does not cease at the age of seventy.

10.—Sickness and Disablement Benefits.

S. 8 (1) (*c*). 1. Sickness benefit means periodical payments during illness, commencing on the fourth day, and continuing for not more than
S. 8 (8) (*b*). twenty-six weeks; but no member shall have a right to sickness benefit until he has been insured for twenty-six weeks and has paid twenty-six weekly contributions.

S. 8 (1) (*d*). 2. Disablement benefit means periodical payments during the
S. 8 (8) (*c*). remainder of illness after sickness benefit has ceased; but no member shall have disablement benefit until he has been insured for 104 weeks and has paid 104 weekly contributions.

S. 8 (1) (*e*). 3. An illness shall not be deemed to commence or continue unless the member is rendered incapable of work by some specific disease or by bodily or mental disablement.

S. 8 (8). 4. In the case of illness commencing before an insured member is qualified for benefit, benefits shall become payable as soon as he is so qualified.

S. 8 (1) (*e*). 5. An insured member shall send notice of illness to the branch secretary of the Society, in the form laid down at the end of this rule, as soon as possible after the commencement of the illness, whether he is entitled to claim benefit in respect of the illness or
S. 47 (4, *f*). not, and shall not be entitled to sickness benefit until he has sent to the branch secretary a declaration of incapacity for work, and a medical certificate or other sufficient evidence of incapacity and the cause thereof. He may also be required to deposit his contribution card and insurance book with the branch secretary.

6. An insured member shall in like manner send to the secretary a declaring off note as soon as he is capable of work and before returning to work.

S. 8 (3). 7. These benefits shall cease when an insured member attains the age of seventy.

S. 8 (2). Fourth Schedule. 8. The ordinary rates of sickness and disablement benefit shall be those specified in line 1 of Table I. appended to these rules.

9. An insured member under the age of twenty-one years, who is unmarried and has no members of his family wholly or mainly dependent upon him, shall be entitled only to the benefits specified in line 2 of that table. S. 9 (1). Fourth Schedule.

Provided that, where any such person being a member of an approved society proves that one or more members of his family are wholly or mainly dependent upon him, the Society shall dispense with such reduction.

10. An insured member who became an employed contributor before the 15th day of July, 1913, and was fifty years of age or upwards at the date when he became an employed contributor, shall be entitled only to the benefits specified in line 3 of that table, and if sixty years of age or upwards at the date of becoming insured, to those specified in line 4 of that table, unless in either case at the date of claim 500 weekly contributions have been paid by or in respect of him. S. 9 (3). Fourth Schedule.

11. No member shall be entitled to these benefits while resident elsewhere than in the United Kingdom, unless temporarily resident in the Isle of Man or the Channel Islands, but any member desiring, while in receipt of benefit, to reside temporarily elsewhere, may apply to the branch for permission, and if permission is granted, these benefits may continue to be paid. S. 8 (4).

12. For the purpose of calculating the rate of benefit, any two periods of illness in respect of which sickness benefit is paid, unless separated by an interval of at least twelve calendar months during which at least fifty weekly contributions have been paid, shall be reckoned as one illness. This paragraph shall not apply to a member who is entitled to receive remuneration from his employer during sickness and who pays a reduced contribution under these rules unless the doctor attending that member certifies that the two periods are in fact one illness. S. 8 (5). S. 17 (5).

13. If an insured member, being an employed contributor, is in arrear for four weeks on the average for every year since his entry into insurance, the rate of sickness benefit shall be reduced by sixpence a week, and a further reduction of sixpence shall be made for every complete additional week for which he is so in arrear, until it is reduced to 5*s*. a week, and thereafter the commencement of benefit shall be postponed by one day for every further week of arrears in accordance with Table II. appended to these rules. S. 10 (2). Fifth Schedule.

S. 10 (3). 14. If an insured member, being a voluntary contributor, is in arrear, his benefits shall be proportionately reduced in accordance with Table C.

S. 9 (4). 15. If an insured member, not having been previously insured under the Act, becomes employed on or after the 15th day of July, 1913, being then of the age of seventeen or upwards, and cannot prove that his time since he attained that age has been spent in unpaid apprenticeship or in the completion of his education, then unless he pays the difference between the voluntary and the employed rate or the capital value of that difference, his sickness benefit shall be reduced in accordance with Table D; but if such a member at any time so elects he shall be entitled to sickness benefit calculated as if he had entered into employment on his seventeenth birthday or on the 15th day of July, 1913, whichever is later, and was in arrears for all contributions between that day and the date when he actually became employed.

S. 10 (1), proviso. 16. If an insured member has been suspended from all benefits on account of arrears and becomes employed he shall be entitled to reduced benefits in accordance with the said Table D as if the date of his so becoming employed was the date of his entry into insurance and after the like waiting periods, but he may at any time elect to receive in lieu of those benefits the benefits to which he would be entitled if the period from his original entry into insurance were taken as a whole.

S. 6 (2). 17. An insured member who, having joined the Society as a voluntary contributor and having become employed, has given notice of his desire to pay contributions at the employed rate shall be entitled to sickness benefit only at the rate specified in Table E.

18. An insured member by or on behalf of whom reduced contributions have been paid in accordance with sect. 47 or 53 of the Act shall not be entitled to sickness benefit—

S. 47 (4) (*a*). (a) while his employer is liable to pay him remuneration as therein provided, or

(b) during the first six weeks of any illness which commences while he is temporarily unemployed, or while having

S. 53. ceased to be employed he is a voluntary contributor paying contributions at that reduced rate.

At the expiration of either period benefit shall become payable, but for the purpose of calculating the rate and duration

thereof, it shall be deemed to have been already paid for six weeks.

19. An insured member who has paid contributions at a reduced rate in accordance with sect. 47 or 53 of the Act, and who becomes a voluntary contributor, may give notice to the branch secretary that he desires to become an ordinary voluntary contributor, and may pay contributions at the full rate, and after paying twenty-six such contributions, or, with the consent of the Executive Council in a particular case, any less number, he shall be an ordinary voluntary contributor, and shall be entitled to sickness benefit on the fourth day of sickness, but until that time the last foregoing paragraph hereof shall continue to apply to him. S. 47 (6). S. 53.

20. If an insured member is not a British subject, the sickness and disablement benefits to which he is entitled shall be those specified in Table G. S. 45.

21. Any member who—

(a) returns to work without sending to the branch secretary not later than the same day a declaration off benefit; or S. 14 (2) (*d*).

(b) makes any false declaration as to incapacity for work; or

(c) attempts in any manner to impose upon the funds of the society,

shall be liable to be suspended from these benefits for a period not exceeding one year, and to be fined in a sum not exceeding 10*s*., or in case of repeated breaches 20*s*., or in case of fraud upon the funds of the Society to be expelled from the Society.

22. A member in receipt of sickness or disablement benefit— S. 17.

(a) Shall obey the instructions of the doctor attending him;

(b) Shall not be absent from home before 7 o'clock in the morning nor after 9 o'clock in the evening from the first day of April to the last day of September, nor before 8 o'clock in the morning nor after 7 o'clock in the evening from the last day in September to the first day of April, and shall not be absent at any time without leaving word where he may be found, provided that the branch or branch secretary may, if they think fit, exempt the member from the operation of this rule upon such conditions as they may impose;

(c) Shall not leave the town where he resides without the consent of the branch secretary on medical advice;

(d) Shall not be guilty of conduct which is likely to retard his recovery.

23. Sickness and disablement benefit shall not be paid in respect of Sundays, but one-sixth of the weekly sum shall be paid in respect of each week day.

S. 9 (2). 24. If the sickness or disablement benefit to which an insured member is entitled under this rule is more than two-thirds of the usual rate of wages or other remuneration earned by such insured member, the Executive Council shall have power (with the consent of the Commission) to reduce such benefit and give to the insured member one or more additional benefits of equal value, ascertained according to Table H.

25. The branch secretary or person paying any benefit on behalf of the Society shall take a written receipt for every such payment.

26. The Executive Council shall require an insured member while drawing sickness or disablement benefit to send to the branch secretary once in each week, or at such longer intervals as the branch may require, a medical certificate or other sufficient evidence of incapacity for work, stating the cause of such incapacity, and may require the member to submit to a medical examination by a doctor appointed by the branch for the purpose.

S. 14 (2). 27. No insured member shall be suspended from benefit for a period exceeding one year, except as the Act provides, and no insured member shall be subject to any penalty or suspended from any benefit on account of refusal to submit to vaccination or inoculation of any kind or to a surgical operation, unless such refusal, in the case of a surgical operation of a minor character, is considered by the Executive Council, or, on appeal, by the Commission, unreasonable.

FORM OF DECLARATION ON SICK BENEFIT.

To the Secretary of the —— Branch.

The —— day of ——, 19—.

Sir,—This is to inform you that I became on the —— day of ——, 19—, incapable of working at my trade on account of ——, and I therefore request sick benefit on and from that date, not having worked any portion of that day.

Name ——. (Signed) ——.

Address ——.

No. of Card ——.

FORM OF DECLARATION OFF SICK BENEFIT.

To the Secretary of the —— Branch.

The —— day of ——, 19—.

Sir,—This is to inform you that I became on the —— day of ——, 19—, again able to work at my trade, and was, therefore, on and from that day disentitled to sick benefit.

(Signed) ——.

Name ——.
Address ——.
No. of Card ——.

11.—COMPENSATION CLAIMS.

1. An insured member who has received or recovered, or is entitled to receive or recover, any compensation or damages from any person in respect of any injury or disease, under the Workmen's Compensation Act, 1906, or any scheme certified thereunder, or under the Employers' Liability Act, 1880, or at common law, shall be entitled in respect of that injury or disease only to so much sickness or disablement benefit (if any) as is required to make up the weekly value of such compensation or damages to the amount of the benefit to which he would be entitled but for this rule. S. 11 (1) (*a*).

2. If the compensation or damages are recovered as a lump sum, the Executive Council may determine the weekly value of that lump sum for the purpose of the preceding paragraph. S. 11 (1) (*b*).

3. If a member unreasonably refuses or neglects to take proceedings to recover such compensation or damages, the Executive Council may either withhold payment of these benefits, or take proceedings on his behalf at the expense of the Society. S. 11 (2).

4. Notwithstanding anything in these rules the branch committee may pay to an insured member who has been incapacitated for work for a period exceeding two weeks, sickness benefit by way of advance pending the settlement of any such claim, and, in the event of the member not being entitled to such benefit, he shall repay the advance, and the branch committee may recover it by deductions from or suspension of any benefits to which he may subsequently become entitled, or in any other lawful manner. S. 11 (3).

5. If an insured member enters into any agreement as to the

amount of any compensation payable to him in respect of any injury or disease, or as to the redemption of such compensation by a lump sum, he shall give notice in writing to the branch secretary within three days, setting out the particulars of the agreement.

12.—Maternity Benefit. (Husband's Insurance.)

S. 8 (1) (*c*). 1. Maternity benefit means the right of an insured member of any age on the confinement of his wife, or the right of the widow of such a member confined of a posthumous child, to a payment of 30*s*. in cash or otherwise.

S. 8 (8) (*d*). 2. A member will not be entitled to this benefit until twenty-six, or in the case of a voluntary contributor fifty-two, weeks after his entry into insurance, nor until the same number in each case of weekly contributions has been paid by or in respect of him.

S. (8) (4). 3. A member will not be entitled to this benefit while he is resident elsewhere than in the United Kingdom, unless he is temporarily resident in the Isle of Man, or the Channel Islands, or unless his wife is, at the time of her confinement, resident in the United Kingdom.

S. 12 (1). 4. A member shall not be entitled to this benefit in respect of his wife if she is an inmate of any of the institutions mentioned in the rule relating to hospitals:

S. 12 (2) (ii). Provided that where any persons are dependent upon her, and she is not herself entitled to maternity benefit, the branch committee may, if they think fit, pay to the insured member or otherwise the whole or any part of such benefit for the maintenance of those dependants.

S. 18 (1). 5. The wife (or widow) of an insured member in respect of whom this benefit is payable must be attended in her confinement either by a duly qualified medical practitioner or by a duly certified midwife, and shall herself select any person with either qualification for the purpose. But if she selects a midwife, and in pursuance of the Midwives Act, 1902, the midwife advises that a duly qualified medical practitioner be summoned, the fee to the latter, prescribed by the Commission, shall be paid by the Society, and deducted from the benefit.

S. 18 (1). 6. The benefit shall be payable in cash or otherwise at the discretion of the branch committee, and any part thereof may, in

the discretion of the local committee, be paid direct to the doctor or midwife attending at the confinement. A member shall give notice to the branch secretary of the confinement of his wife within seven days after it has taken place. He shall also, if required, produce a copy of the marriage certificate of the parties, or such other satisfactory evidence of the marriage as may be required, and a certificate signed by the doctor or midwife by whom the confinement was attended.

7. Breach of any of these rules shall not disqualify a member for this benefit unless the wife is herself a party to that breach. S. 14 (2) (*f*).

8. In the case of an insured member who is not a British subject the payment of maternity benefit shall be reduced in accordance with Table G. S. 45 (2) (iii)

9. For the purpose of these rules, "confinement" means labour resulting in the issue of a living child, or labour after twenty-eight weeks of pregnancy resulting in the issue of a child whether alive or dead.

The attention of members is called to sect. 19 of the Act, which requires a husband receiving maternity benefit to make adequate provision for his wife to the best of his power, subject to a penalty.

13.—Naval and Military Members.

Subject to Part I. of these rules:—

1. Sailors, marines, and soldiers (Army and Navy artificers) from whose pay deductions are made under sect. 46 of the Act, shall be qualified to be insured members of the Society. S. 46 (1).

2. During the continuance of their service in the navy or army such members shall be known as naval and military insured members of the Society, and the employed rate for such members shall be 3*d*., but they shall not be liable to pay any contributions beyond such deductions from their pay, or any levy whatever.

3. Naval and military insured members shall be entitled to maternity benefit notwithstanding that both the member entitled and his wife are at the time of confinement outside the United Kingdom, but shall not be entitled to any other benefits. S. 16 (2).

4. Naval and military insured members on discharge from their service shall be ordinary insured members, and if they were not insured persons before enlistment on the same terms as if they had S. 16 (2).

S. 46 (4) (i). become insured persons on the 15th day of July, 1912, or on the day of their enlistment, whichever was later.

14.—Marine Members.

Subject to Part I. of these rules:—

S. 48. 1. —— in sea, river, or lake service and sea-fishing service shall be qualified to become and be insured members of the Society, and shall be known as marine members.

S. 48 (2). 2. A marine member while serving in the foreign trade shall not be required to pay more than forty-two actual contributions in any one year, and every four such contributions paid or payable by him while so serving shall be deemed to be five contributions for the purpose of reckoning his own—but not his employer's—contributions and his arrears.

S. 48 (2). 3. The employed rate in respect of a marine member while serving in the foreign trade shall be 6*d*. per week.

4. A marine member shall not be entitled to medical, sickness, or disablement benefit during any period during which the owner S. 48 (1). of his ship is liable under the Merchant Shipping Acts to provide him with maintenance and surgical and medical attendance.

15.—Investment and Management of Funds under the Act.

S. 56 (1) (*b*). 1. It shall be the duty of the General Trustees (hereinafter referred to as the "General Trustees") to receive from the Commission from time to time such capital sums standing to the credit S. 56 (2). of the Society in the National Health Insurance Fund as the Commission may by law pay over to the Society for investment, and to invest such moneys on behalf of the Society in their own names, in such manner as the law permits, and in accordance with the rules of the Society:

S. 56 (3). Provided that the General Trustees shall, if so directed by the Executive Council, request the Commission to retain such sums for investment on behalf of the Society, and shall from time to time, with the consent of the Executive Council, direct the Commission to invest or vary the investment of such funds in such manner as the Executive Council may lawfully determine.

S. 56 (1), proviso. Provided also that, if at any time the Society so determines, all capital sums standing to the credit of the Society in the National Health Insurance Fund, and available for investment, shall be

transferred to the credit of the Society in the investment account, and it shall be the duty of the General Secretary to give notice to the Commission accordingly.

2. It shall be the duty of the General Secretary or such other officer or officers as the Commission may approve, to receive from the Commission from time to time all sums paid by them to the Society for the purpose of providing benefits and for expenses of administration, and all sums paid to the Society as interest or dividends on investments held by the Commission on behalf of the Society, and to receive all interest or dividends on investments held by them on behalf of the Society under this rule, and to pay over to the General Trustees out of such moneys all sums immediately required for the payment of the benefits to which insured members are entitled under the Act, and for the cost of administration of such benefits, and to keep in accordance with the rules of the Society, all of such sums not immediately required by the General Trustees for the purposes aforesaid: S. 26 (4). S. 54 (1). S. 56 (1). S. 56 (4). S. 35 (2).

Provided that the sums so paid to the General Trustees for expenses of administration shall not exceed the sums which may under these rules be carried to administration account out of such moneys.

3. The funds standing to the credit of the Society in the National Health Insurance Fund, or invested on behalf of the Society under this rule, and all interest and dividends arising out of such funds, and all moneys arising from contributions under the Act, shall be kept separate from all other funds and moneys of the Society, and shall be used for the purpose of providing benefits for insured members under the Act and for the cost of administration of such benefits and for no other purpose. S. 35 (4).

4. Any receipts arising out of the business of the Society under the Act whose application is not otherwise provided for under these rules shall be carried to such account for the benefit of insured members as the Executive Council may determine.

5. All sums received by the General Trustees or other officers of the Society, unless invested, shall be kept at such banks or otherwise, and the accounts thereof shall be operated on in such manner as may from time to time be approved by the Executive Council. The names of the General Trustees shall be sent by the General Secretary to the Insurance Commissioners within fourteen days of their election.

6. The Society will be entitled to be repaid any sums advanced out of the funds belonging to, or raised under, the rules of the Society for the payment of benefits or administration expenses, such advances to be repaid by the General Secretary out of the moneys received by him from the Commissioners, together with interest thereon at such rate as may be credited by the Commissioners on the sums invested, or credited to the Society in the investment account.

16.—Members in Hospitals, &c.

S. 12 (1). 1. If an insured member is an inmate of any workhouse, hospital, asylum, convalescent home, or infirmary supported by any public authority or out of any public funds, or by a charity or voluntary subscriptions, or institution approved for the purposes of sanatorium benefit, his sickness or disablement benefit shall not be paid to himself, but if he has dependants the whole or part of it may be applied by the branch committee after consultation, when possible, with the member, in the relief or maintenance of his dependants, and the balance or part thereof may be expended on surgical appliances or otherwise for his benefit.

S. 12 (2) (*a*). S. 12 (2) (i).

S. 12 (2) (*c*). 2. Where an agreement for the purpose has been made between the Executive Council and any hospital, asylum, convalescent home, or infirmary supported by charity or by voluntary subscriptions, and an insured member who has no dependants is an inmate of the institution, the whole or part of any benefit to which he would have been entitled but for the last preceding paragraph shall be paid to the institution towards the maintenance of such member, and the balance or part thereof may be expended on surgical appliances or otherwise for his benefit.

S. 12 (2) (i).

S. 21. 3. The Executive Council may, notwithstanding anything in these rules, out of the funds out of which benefits are payable under these rules, grant subscriptions or donations, as it may think fit, to hospitals, dispensaries, and similar charitable institutions, or for the support of district nurses, and sums so expended shall be treated as expenditure on such benefits as may be prescribed by regulations of the Commission.

17.—Expulsion and Withdrawal.

1. A member will be liable to expulsion on any of the following grounds:—Wilful and material mis-statement or omission upon his application for membership, the making of any fraudulent claim upon the Society, the repeated breach, or serious wilful breach, of the Act or any rule of the Society, conviction for felony or other criminal offence, or other immoral conduct or serious personal misconduct.

2. Except for such misconduct as aforesaid no male member shall be expelled who by reason of the state of his health cannot obtain admission into another approved society, and no member unless the Society can prove that he has actually been accepted for membership by another approved society offering equal advantages. S. 28.

3. All fines by this rule or elsewhere by these rules imposed shall be inflicted, if relating to this part of the Act, by the branch secretary, and failing him by the branch president. If the branch secretary or president fail to impose any fine when due, they shall each be liable to a fine of 1*s*.

4. All fines by this rule or elsewhere by these rules imposed shall be paid within fourteen weeks from the imposition of such fine, or if not then paid shall be treated as arrears of contributions.

18.—Appeals.

1st Court of Appeal ..... Summoned meeting of the branch.
2nd ,, ... Executive Council.

1. Any member in this section of this society, or persons claiming on behalf of a member, finding himself or themselves aggrieved, or having any complaint against the officers or members, or who may be excluded for benefits improperly received, or otherwise, must first appeal to a summoned meeting of his branch for redress within eight weeks from the date of such dispute, or from the date of his exclusion. All such appeals must be made in writing. If not satisfied, he or they must appeal within four weeks to the Executive Council, if notice in writing be given to the branch secretary. All documents concerning the said appeal must be read to the meeting by the president, and the branch secretary shall then attach the seal before sending

them to the Executive Council, and shall furnish no other evidence than that heard before the branch. No appeal will be ruled out of date through the neglect of any secretary.

S. 31 (1). S. 43 (1). S. 43 (1) (*a*).

2. Immediately upon the expulsion or withdrawal of an insured member the General Secretary shall give notice thereof to the Commission, stating therein the name, address, and age of such member, and the date at which such member became insured under the Act.

S. 31. S. 43 (1).

3. If an insured member is expelled or withdraws from the Society, there shall be transferred in respect of him to any other approved society of which he may become an insured member or to the Post Office fund, or otherwise dealt with in accordance with the Act, such sum as the Act provides; but no such sum shall be transferred to another approved society in respect of a member who withdrew from this Society without the consent of the Executive Council if the Executive Council prove to the Commission that their consent was not unreasonably withheld.

S. 32.

4. If an insured member ceases permanently to reside in the United Kingdom and joins a colonial or foreign society approved for the purpose by the Commission, or a colonial or foreign branch of an approved society, the like sum shall be transferred in respect of him.

S. 33.

5. An insured member who has been an insured member of the Society for not less than five years, and who has ceased permanently to reside in the United Kingdom, but has not joined any such foreign or colonial society or branch as aforesaid, may, with the consent of the Executive Council, become and continue to be an ordinary member of the Society, and his transfer value shall be dealt with in accordance with the Act.

6. An insured member shall have the right, subject to the rule relating to disputes, to appeal to the Commission against any decision expelling him from the Society.

19.—Security.

S. 26.

The Society shall give such security in respect of the funds arising out of the business of the Society under the Act as the Commission may require.

20.—Offences.

1. In the case of breaches of any rule in Part II. of these rules for which no penalty is assigned, the branch committee shall have power to inflict a fine or suspension of benefits; provided that an insured member shall not be fined in an amount exceeding 10*s.*, or in the case of repeated offences 20*s.*, and shall not be suspended from any of the benefits under the Act for more than twelve months. S. 14 (2).

2. An insured member who has been fined, and has failed to pay the fine within four weeks, shall be suspended from benefit until the fine is paid, but not for more than one year, and if the fine is not paid before the end of one year may be expelled from the Society.

3. An insured member shall have the right to appeal to the Commission against any decision imposing a penalty upon him or suspending him from benefits.

N.B.—The attention of members is called to the following provisions of the Act:—

(a) If any insured member was at the time of joining this Society, or afterwards becomes, or attempts to become, a member of any other approved society for the purposes of the Act or a deposit contributor while still an insured member of this Society, he shall be liable to a fine not exceeding £10. S. 34.

(b) If any member or officer of the Society, for the purpose of obtaining any benefit or payment or the crediting of a reserve value under the Act, either for himself or any other person, knowingly makes any false statement or false representation he is liable to imprisonment for a term not exceeding three months, and any reserve value obtained by such mis-statement may be cancelled and the benefits reduced accordingly. S. 69 (1). S. 55 (5).

(c) If any member refuses to give any information required by any Inspector appointed under the Act as to any matter arising under the Act, he is liable to a fine not exceeding £5. S. 112.

(d) If it is found at any time that any insured member has been in receipt of any payment or benefit without being lawfully entitled thereto, he, or, in the case of his death his personal representatives, shall be liable to repay to S. 71.

the Commission, to the credit of the Society, the amount of such payment or benefit.

21.—Accounts.

The General Secretary shall comply with all regulations and instructions of the Commission as to the accounts relating to the business of the Society under the Act, and all such regulations and instructions issued or to be issued are hereby incorporated in these rules.

22.—Administration Expenses.

In the absence of anything to the contrary in these rules the Executive Council shall be deemed the authority to incur expenses for administration.

S. 35 (2). 1. A separate account shall be kept showing the sums spent by the Society in administration, and not more than the sum allowed by the regulations of the Commission shall be carried to the credit of that account out of the contributions under the Act.

2. If at any time the administration account shows a deficiency the Executive Council shall, in accordance with the regulations of the Commission, forthwith declare a special levy upon all insured members for the purpose of meeting such deficiency, if not otherwise defrayed.

23.—Inspection of Books.

S. 35 (1) (*a*). 1. The Executive Council shall cause the books and accounts of the Society to be kept open at all reasonable times to the inspection of any member or person having an interest in the funds of the Society, at the office of the Society, or at any place where the same are kept, and it shall be the duty of the secretary to produce the same accordingly.

2. It shall be the duty of the General Secretary to keep a copy of the last annual statement of accounts of the Society and of the last valuation, together with any report of the Commission upon the audit or valuation, always exhibited in a conspicuous place at the office of the Society.

24.—Audit.

1. The General Secretary shall, when required by the Commission, submit all accounts relating to the business of the Society under the Act, together with all necessary vouchers, for audit to an auditor or auditors appointed by the Treasury, and shall immediately after the end of the Society's financial year, prepare and submit when required to such auditor or auditors a general statement of the accounts for the preceding year showing the income and expenditure, funds, effects, and liabilities of the Society. The auditors shall have access to the books and accounts of the Society relating to the business of the Society under the Act, and to all deeds and documents of title and securities for money of the Society which may be required by them, and it shall be the duty of the General Secretary to furnish forthwith all such information relating to the affairs of the Society as the auditors may require.

2. The General Secretary shall lay before the Society the annual statement of accounts when audited, together with a statement of the affairs of the Society during the year then past and of their then condition, and any communication made to the Society by the Commission upon such audit, and such statements and communications shall be considered at the next following branch meetings.

25.—Returns.

1. The General Secretary shall send to the Commission such returns of the income and expenditure, funds, effects and liabilities of the Society, and of the number, sickness, and other particulars of insured members of the Society, as the Commission may require, showing separately the expenditure in respect of the several benefits. S. 35 (1) (*d*). S. 35 (3).

2. The General Secretary shall provide the branch secretaries with a sufficient number of copies of the annual return, or of a balance sheet or other document duly audited containing the same particulars of the receipts and expenditure, funds, effects and liabilities of the Society as are contained in the annual return, for supplying gratuitously every member or person interested in the funds of the Society, on his application, with a copy of the last annual return, or of such balance sheet or other document as

aforesaid, for the time being, and it shall be the duty of the General Secretary to supply to every member without application such annual return, balance sheet, or other document as aforesaid, or a sufficient abstract thereof.

26.—Valuations.

S. 36. 1. Once in every three years or at such other times as the Commission may appoint, the assets of the Society, being all
S. 35 (1) (*b*). the funds and credits of the Society under the Act, and the liabilities of the Society to insured members for benefits under the
Ss. 36 (2), 53 (4). Act (including additional benefits and including the estimated risks and contributions) shall be valued in such manner and upon such basis as the Commission may prescribe by a valuer appointed by or with the approval of the Treasury.

S. 35 (3). 2. It shall be the duty of the General Secretary as soon as may be after such valuation to lay before the Society the abstract of the results of valuation and any report made to the Society thereon by the valuer or by the Commission.

27.—Surplus.

Ss. 37 (1) (*c*). 1. If upon valuation a surplus is found, then, subject to the provisions of the Act, the Society may submit to the Commission a scheme prepared in such manner as the Society may hereafter determine for distributing out of such surplus one or more of the additional benefits allowed by the Act to insured members.

S. 37 (1) (*a*). 2. If the Commission sanction such scheme the Executive Council shall distribute such additional benefits as benefits under the Act.

28.—Deficiency.

Ss. 38 (1) (*b*), 38 (1) (*h*). 1. If upon valuation of the insurance funds and liabilities of the Society in manner aforesaid a deficiency is found, the Society shall submit to the Commission a scheme prepared in such manner as the Society shall hereafter determine for making good the deficiency in so far as it is not otherwise made good, but such scheme shall not affect any member over seventy years of age, or any member not an insured member at the time as at which the valuation was made.

2. On the sanction of the Commission being given to any such scheme, that scheme shall, during its continuance in force, be incorporated in these rules.

3. If a scheme so approved by the Commission involves a compulsory levy upon insured members of the Society, the Executive Council may take steps to require all or any insured members to pay the amount of the levy as a part of the contributions of such insured members under the Act. S. 38 (1) (*e*).

4. An insured member who, having been a member of the Society at the time as at which a valuation disclosing a deficiency was made, is transferred to another approved society before the deficiency is made good shall nevertheless be liable to any reduction in benefits or to any levy in respect of such deficiency in like manner as if he had continued to be an insured member of the Society. S. 38 (1) (*i*).

5. If a member chargeable with a levy under this rule falls into arrears, his arrears of levy shall be reckoned for the purpose of reduction or suspension of benefits as arrears of contributions to the same amount. S. 38 (1) (*d*).

29.—Disputes.

1. If any dispute shall arise between an insured member or a person who has ceased to be an insured member, or person claiming through such member or person, or under the rules, and the Society, or the Executive Council or any officer of the Society, it shall be decided in accordance with these rules. S. 67 (1). S. 76 (1).

2. Any party to such a dispute arising under the Act may, in such cases and in such manner as the Commission prescribe, appeal from such decision to the Commission. S. 67 (1).

30.—Inspection.

1. It shall be the right of one-fifth of the total number of insured members, or if the number of insured persons is 1,000 and less than 10,000, then of 100 such members, or if the number of insured members is more than 10,000, then of 500 such members, by an application in writing to the Commission signed by them in the prescribed form, to apply for the appointment of one or more inspectors to examine into the affairs of the Society and to report thereon. S. 57 (5). F. S. Act. s. 76 (2).

2. Every such application shall be supported by adequate evidence, for the purpose of showing that the applicants have good reason for requiring an inspection to be made, and that they are not actuated by malicious motives in their application, and seven days' notice thereof, stating the grounds of the application, shall be given by the applicants to the Executive Council. Provided that nothing in this rule shall be deemed to derogate from the powers possessed by the Commissioners under sect. 57 (5) of the Act in regard to empowering inspectors appointed by them to exercise in respect of the Society any powers given by sect. 76 of the Friendly Societies Act, 1896, to inspectors appointed thereunder.

31.—Dissolution.

S. 28 (2).

1. The Society may be dissolved by consent of nine-tenths of its members voting in meeting duly summoned for the purpose; or whenever the number of members is reduced to fifty by deaths and by exclusions in conformity with the rules, a majority of the remaining members may, in meeting assembled at the registered office of the Society, finally dissolve the Society; and after discharging all debts and liabilities legally incurred in the Society's name they may divide the funds, if any, among the whole of the members in equal portions.

2. The Society shall not be dissolved except with the sanction of the Commission and, so far as insured members are affected, in manner prescribed by the Commission.

32.—Amendment of Rules.

The draft of any proposed new rule or amendment of the rules shall be submitted to the Commission, and such proposed rule or amendment shall not come into force until the expiration of thirty days after such submission; and if the Commission are of opinion that the proposed new rule or amendment is such as to affect the business of the Society under the Act, and to effect any material change in the objects of the Society or the methods by which those objects are to be attained to the prejudice of insured members, the Commission may so inform the Society, and in that case the proposed new rule or amendment shall not come into force.

33.—Interpretation of Rules.

1. Nothing in these rules shall be held to entitle any insured member to any benefits (except benefits for which he pays a separate contribution under Part I. of these rules) other than those which the Society may lawfully pay out of contributions under the Act, or to deprive him (otherwise than as the Act permits) of any benefits to which he may be entitled under the Act, or to require him to pay any contributions, other than lawful fines and levies, which he is not required by the Act to pay. S. 54 (1).

2. Except where otherwise required by the context all terms used in these rules have the same meaning as in the Act.

3. An insured member who, not being a British subject, was below the age of seventeen at the date of becoming insured under the Act, or who was, on the 4th day of May, 1911, a member of a society which, or a separate section of which, becomes or became an approved society, and had been resident in the United Kingdom for five years or upwards, or who transferred to an approved society or to the Post Office fund in pursuance of an agreement with the Government of any foreign State shall be treated as a British subject for the purpose of these rules.

4. The expression "Commission" means the Insurance Commissioners approving the Society and the Insurance Commissioners for that part of the United Kingdom in which the principal office of the Society is situate.

5. The expression "Insurance Committee" includes District Committee or other body administering medical or sanatorium benefit.

34.—Surplus or Deficit Scheme.

Notwithstanding anything contained in these rules, a poll of all the members of the Society shall be taken on any scheme for the disposal of any surplus or for the making good of any deficit that may have resulted from the working of the Society (the word "society" for this purpose having the same meaning as that contained in sub-sect. 3 of sect. 83 of the Act).

35.—Irish Members.

These rules shall apply to insured members of the Society resident in Ireland, subject to the following modifications:—

Employed Rate.—$5\frac{1}{2}d.$ shall be substituted for $7d.$ per week for men as the "Employed Rate" of contribution.

Deductions by Employers (to be substituted for Table III.).—The following deductions may lawfully be made by employers from the wages of insured members who are employed contributors:—

	Men.
Where the insured is under twenty-one, or where board and lodging is given	3*d.*
In all other cases, then:—	
If rate of remuneration exceeds 2*s.* 6*d.* per working day	3*d.*
If rate of remuneration does not exceed 2*s.* 6*d.* per working day.....	2*d.*
If rate of remuneration does not exceed 2*s.* per working day	½*d.*
If rate of remuneration does not exceed 1*s.* 6*d.* per working day	Nothing.
If no money payments are made	Nothing.

Where the employer is liable under sect. 47 or 53 of the Act to pay remuneration during periods of sickness the above weekly deductions of 3*d.* and 2*d.* are reduced respectively to 2*d.* and 1*d.*, and the deduction of ½*d.* is cancelled.

Where the employer is so liable under sect. 47 or 53 of the Act 3½*d.* shall be substituted for 5*d.* per week for men.

Marine Members.—The employed rate in respect of a marine member who has a permanent place of residence in Ireland, while serving in the foreign trade, shall be 5*d.* a week.

Medical Benefit.—Medical benefit shall not be included among the benefits to which insured members are ordinarily entitled.

Midwife.—"Midwife possessing such qualifications as may be prescribed," shall be substituted for "Duly certified Midwife."

Commission.—The expression Commission means the National Health Insurance Commission (Ireland) or the National Health Insurance Joint Committee as the case may require.

National Health Insurance Fund.—The expression National Health Insurance Fund means the Irish National Health Insurance Fund.

Local Government Board means the Local Government Board for Ireland.

Medical Certificates.—The provisions of sub-sect. 13 of sect. 81 of the Act, relating to the inspection of medical relief registers in Ireland by the representatives of the Society and to the forwarding of and payment for medical certificates, shall apply to this if and when and in such circumstances as the committee of management shall think fit.

In the case of the Society with members in Scotland, as well as in any other part of the United Kingdom, an additional rule in substantially the following form will be necessary:— Scottish members.

These rules shall apply to insured members of the Society resident in Scotland, subject to the following modifications:—

(1) "County Borough" means "Burgh," *i.e.*, a Burgh or Police Burgh containing a population of 20,000 or upwards.

(2) "Duly certified midwife" means "Midwife possessing such qualifications as may be prescribed."

(3) "Workhouse" means "Poorhouse."

(4) "County Court or Justices" means "Sheriff's Court."

(5) "Local Government Board" means "Local Government Board for Scotland."

(6) "District Committee" means "District Insurance Committee."

(7) "Commission" means the National Health Insurance Commission (Scotland), or the National Health Insurance Joint Committee, as the case may require.

TABLE I.

RATE OF SICKNESS AND DISABLEMENT BENEFITS PER WEEK.

Line.	First 13 weeks.	Second 13 weeks.	Rest of illness.
	s.	*s.*	*s.*
1	10	10	5
2	6	5	5
3	7	7	5
4	6	5	5

TABLE II.

Reduction or Postponement of Sickness Benefit and where Contributions are in Arrear.

(1) Where the arrears amount to	(2) Rates of sickness benefit.
	s. *d.*
4 contributions a year on average	9 6
5 ,, ,, ,, -	9 0
6 ,, ,, ,, -	8 6
7 ,, ,, ,, -	8 0
8 ,, ,, ,, -	7 6
9 ,, ,, ,, -	7 0
10 ,, ,, ,, -	6 6
11 ,, ,, ,, -	6 0
12 ,, ,, ,, -	5 6
13 ,, ,, ,, -	5 0
	5*s.* commencing 5th day after commencement of illness.
	,, ,, 6th ,, ,, ,,
	,, ,, 7th ,, ,, ,,
	,, ,, 8th ,, ,, ,,
	,, ,, 9th ,, ,, ,,
	,, ,, 10th ,, ,, ,,
	,, ,, 11th ,, ,, ,,
	,, ,, 12th ,, ,, ,,
	,, ,, 13th ,, ,, ,,
	,, ,, 14th ,, ,, ,,

Notes.

Where the insured person is, by virtue of any of the provisions of these rules, other than those relating to arrears, entitled to sickness benefit at a rate lower than the full rate, this table shall have effect as if the entries in the first column were so shifted down that the first entry therein was set opposite the entry in the second column next below the entry specifying the rate of sickness benefit to which the insured person is entitled.

When the rate of sickness benefit during the first thirteen weeks to which the insured person is entitled is, by virtue of any of the provisions of this Act, other than those relating to arrears, less than 5*s.* a week, this table shall have effect as if such lower rate were therein substituted for the rate of 5*s.* a week.

For instance, in the case of an unmarried man under twenty-

one whose sickness benefit is 6*s*. per week for the first thirteen weeks, if not in arrears, the Table should read as follows:—

Where the arrears amount to	Rates of Sickness Benefit.
4 contributions a year on average -	*s*. *d*. 5 6
5 " " " -	5 0
6 " " " -	5*s*. commencing 5th day after commencement of illness.
7 " " " -	" " 6th " " "
8 " " " -	" " 7th " " "
9 " " " -	" " 8th " " "
10 " " " -	" " 9th " " "
11 " " " -	" " 10th " " "
12 " " " -	" " 11th " " "
13 " " " -	" " 12th " " "

TABLE III.

The following weekly deductions may lawfully be made by employers from the wages of insured members who are employed contributors:—

Where the insured member is under twenty-one, or where board and lodging is given... 4*d*.

In all cases, then—

If rate of remuneration exceeds 2*s*. 6*d*. per working day ..... 4*d*.

If rate of remuneration does not exceed 2*s*. 6*d*. per working day ..... 3*d*.

If rate of remuneration does not exceed 2*s*. per working day ..... 1*d*.

If rate of remuneration does not exceed 1*s*. 6*d*. per working day .....Nothing.

If no money payments are made .....Nothing.

In the case of employed contributors who receive remuneration during sickness and pay a reduced contribution, the lawful weekly deduction is reduced by 1*d*. below that given in this Table.

Tables A, B, C, D, E, F, G and H are the appropriate tables supplied by the Commission, and are kept in the possession of the secretary.

TABLE A.

England, Scotland and Wales.

Age.	Weekly Contribution.	Age.	Weekly Contribution.
	s. *d.*		*s.* *d.*
16 and under 45	0 7	55 and under 56	1 $0\frac{1}{2}$
45 ,, 46	0 9	56 ,, 57	1 1
46 ,, 47	0 9	57 ,, 58	1 $1\frac{1}{2}$
47 ,, 48	0 $9\frac{1}{2}$	58 ,, 59	1 2
48 ,, 49	0 10	59 ,, 60	1 $2\frac{1}{2}$
49 ,, 50	0 10	60 ,, 61	1 $2\frac{1}{2}$
50 ,, 51	0 $10\frac{1}{2}$	61 ,, 62	1 3
51 ,, 52	0 $10\frac{1}{2}$	62 ,, 63	1 $3\frac{1}{2}$
52 ,, 53	0 11	63 ,, 64	1 $3\frac{1}{2}$
53 ,, 54	0 $11\frac{1}{2}$	64 ,, 65	1 $3\frac{1}{2}$
54 ,, 55	1 0		

Ireland.

Age.	Weekly Contribution.	Age.	Weekly Contribution.
	s. *d.*		*s.* *d.*
16 and under 45	0 $5\frac{1}{2}$	55 and under 56	0 $10\frac{1}{2}$
45 ,, 46	0 7	56 ,, 57	0 $10\frac{1}{2}$
46 ,, 47	0 7	57 ,, 58	0 11
47 ,, 48	0 $7\frac{1}{2}$	58 ,, 59	0 $11\frac{1}{2}$
48 ,, 49	0 8	59 ,, 60	1 0
49 ,, 50	0 8	60 ,, 61	1 0
50 ,, 51	0 $8\frac{1}{2}$	61 ,, 62	1 $0\frac{1}{2}$
51 ,, 52	0 $8\frac{1}{2}$	62 ,, 63	1 $0\frac{1}{2}$
52 ,, 53	0 9	63 ,, 64	1 $0\frac{1}{2}$
53 ,, 54	0 $9\frac{1}{2}$	64 ,, 65	1 $0\frac{1}{2}$
54 ,, 55	0 10		

TABLE B.

England, Scotland and Wales.

Age.	Weekly Contribution.	Age.	Weekly Contribution.
	s. d.		s. d.
16 and under 17	0 7	41 and under 42	0 9½
17 ,, 18	0 7	42 ,, 43	0 10
18 ,, 19	0 7½	43 ,, 44	0 10
19 ,, 20	0 7½	44 ,, 45	0 10½
20 ,, 21	0 7½	45 ,, 46	0 10½
21 ,, 22	0 7½	46 ,, 47	0 11
22 ,, 23	0 7½	47 ,, 48	0 11
23 ,, 24	0 7½	48 ,, 49	0 11½
24 ,, 25	0 7½	49 ,, 50	0 11½
25 ,, 26	0 8	50 ,, 51	1 0
26 ,, 27	0 8	51 ,, 52	1 0½
27 ,, 28	0 8	52 ,, 53	1 0½
28 ,, 29	0 8	53 ,, 54	1 1
29 ,, 30	0 8	54 ,, 55	1 1½
30 ,, 31	0 8	55 ,, 56	1 2
31 ,, 32	0 8½	56 ,, 57	1 2½
32 ,, 33	0 8½	57 ,, 58	1 3
33 ,, 34	0 8½	58 ,, 59	1 3½
34 ,, 35	0 8½	59 ,, 60	1 4
35 ,, 36	0 9	60 ,, 61	1 4½
36 ,, 37	0 9	61 ,, 62	1 4½
37 ,, 38	0 9	62 ,, 63	1 5
38 ,, 39	0 9½	63 ,, 64	1 5
39 ,, 40	0 9½	64 ,, 65	1 5
40 ,, 41	0 9½		

Ireland.

Age.	Weekly Contribution.	Age.	Weekly Contribution.
	s. d.		s. d.
16 and under 17	0 5½	41 and under 42	0 8
17 ,, 18	0 5½	42 ,, 43	0 8
18 ,, 19	0 6	43 ,, 44	0 8
19 ,, 20	0 6	44 ,, 45	0 8½
20 ,, 21	0 6	45 ,, 46	0 8½
21 ,, 22	0 6	46 ,, 47	0 9
22 ,, 23	0 6	47 ,, 48	0 9
23 ,, 24	0 6	48 ,, 49	0 9½
24 ,, 25	0 6	49 ,, 50	0 9½
25 ,, 26	0 6	50 ,, 51	0 10
26 ,, 27	0 6½	51 ,, 52	0 10½
27 ,, 28	0 6½	52 ,, 53	0 10½
28 ,, 29	0 6½	53 ,, 54	0 11
29 ,, 30	0 6½	54 ,, 55	0 11½
30 ,, 31	0 6½	55 ,, 56	1 0
31 ,, 32	0 6½	56 ,, 57	1 0
32 ,, 33	0 6½	57 ,, 58	1 0½
33 ,, 34	0 7	58 ,, 59	1 1
34 ,, 35	0 7	59 ,, 60	1 1½
35 ,, 36	0 7	60 ,, 61	1 2
36 ,, 37	0 7	61 ,, 62	1 2
37 ,, 38	0 7	62 ,, 63	1 2
38 ,, 39	0 7½	63 ,, 64	1 2
39 ,, 40	0 7½	64 ,, 65	1 2
40 ,, 41	0 7½		

TABLE D.

Age.	Rate of Sickness Benefit.	Reserve Value.	
		England, Scotland and Wales.	Ireland.
	s. *d.*	£ *s.* *d.*	£ *s.* *d.*
17 and under 18	9 6	—	—
18 ,, 19	9 0	—	—
19 ,, 20	8 6	—	—
20 ,, 21	8 0	—	—
21 ,, 22	8 0	—	—
22 ,, 23	7 6	—	—
23 ,, 24	7 0	—	—
24 ,, 25	7 0	—	—
25 ,, 26	6 6	—	—
26 ,, 27	6 6	—	—
27 ,, 28	6 0	—	—
28 ,, 29	6 0	—	—
29 ,, 30	5 6	—	—
30 ,, 31	5 0	—	—
31 ,, 32	5 0	—	—
32 ,, 33	5 0	0 5 6	0 1 0
33 ,, 34	5 0	0 10 6	0 5 6
34 ,, 35	5 0	0 15 6	0 10 6
35 ,, 36	5 0	1 1 0	0 15 6
36 ,, 37	5 0	1 6 6	1 0 6
37 ,, 38	5 0	1 12 0	1 6 0
38 ,, 39	5 0	1 18 0	1 11 6
39 ,, 40	5 0	2 4 6	1 17 6
40 ,, 41	5 0	2 11 0	2 3 6
41 ,, 42	5 0	2 17 6	2 10 0
42 ,, 43	5 0	3 4 6	2 16 6
43 ,, 44	5 0	3 12 0	3 3 6
44 ,, 45	5 0	3 19 0	3 10 0
45 ,, 46	5 0	4 6 6	3 17 0
46 ,, 47	5 0	4 14 6	4 4 6
47 ,, 48	5 0	5 2 0	4 11 6
48 ,, 49	5 0	5 9 6	4 18 6
49 ,, 50	5 0	5 16 6	5 5 0
50 ,, 51	5 0	6 3 6	5 11 6
51 ,, 52	5 0	6 10 6	5 18 0
52 ,, 53	5 0	6 16 6	6 3 6
53 ,, 54	5 0	7 2 6	6 8 6
54 ,, 55	5 0	7 7 6	6 13 0
55 ,, 56	5 0	7 12 0	6 16 6
56 ,, 57	5 0	7 15 6	6 19 6
57 ,, 58	5 0	7 17 6	7 1 0
58 ,, 59	5 0	7 18 6	7 1 0
59 ,, 60	5 0	7 17 6	6 19 6
60 ,, 61	5 0	7 14 0	6 15 0
61 ,, 62	5 0	7 8 0	6 8 0
62 ,, 63	5 0	6 18 6	5 18 0
63 ,, 64	5 0	6 5 6	5 4 0
64 ,, 65	5 0	5 7 6	4 5 6

TABLE F.

RATE OF SICKNESS BENEFIT FOR PERSONS ENTERING AN APPROVED SOCIETY AT THE COMMENCEMENT OF THE ACT AT AGES BETWEEN SIXTY-FIVE AND SEVENTY. CONTRIBUTIONS CEASE AT AGE OF SEVENTY.

England, Scotland, and Wales.		Ireland.	
First 13 weeks of Sickness. Per week.	Second 13 weeks of Sickness. Per week.	First 13 weeks of Sickness. Per week.	Second 13 weeks of Sickness. Per week.
s. *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*
6 0	5 0	5 0	4 0

(ALTERNATIVE No. 2.)

ANNUAL ALLOWANCES DURING LIFE (PAYABLE IN QUARTERLY INSTALMENTS) TO PERSONS ENTERING AN APPROVED SOCIETY AT THE COMMENCEMENT OF THE ACT AT AGES BETWEEN SIXTY-FIVE AND SEVENTY. CONTRIBUTIONS CEASE AT AGE OF SEVENTY.

Age.	England, Scotland, and Wales.	Ireland.
	s. *d.*	*s.* *d.*
65	12 0	10 0
65 and 6 months	12 0	9 0
66	11 0	8 0
66 and 6 months	10 0	8 0
67	9 0	7 0
67 and 6 months	8 0	6 0
68	6 0	5 0
68 and 6 months	5 0	4 0
69	3 0	3 0
69 and 6 months	1 0	1 0

TABLE G.—EMPLOYED CONTRIBUTORS.

Benefits for Aliens.

Age at entry to the Society.	Sickness Benefit. Rate per Week.	Disablement Benefit. Rate per Week.	Maternity Benefit.
	s. *d.*	*s.* *d.*	£ *s.* *d.*
17 and under 19	9 6	4 9	1 8 6
19 ,, 21	9 0	4 6	1 7 0
21 ,, 25	8 6	4 3	1 5 6
25 ,, 30	7 6	3 9	1 2 6
30 ,, 35	7 0	3 6	1 1 0
35 ,, 40	6 0	3 0	1 0 0
40 ,, 45	5 6	2 9	1 0 0
45 ,, 50	4 6	2 3	1 0 0
50 ,, 55	3 6	1 9	1 0 0
55 ,, 60	2 6*	1 3†	1 0 0
60 ,, 65	1 0*	1 0†	1 0 0

* In Ireland, 3*s.* † In Ireland, 1*s.* 6*d.*

TABLE H.

Additional Benefits of Value equivalent to a reduction of Sickness Benefits under Sect. 9, Sub-sect. (2).

This Table is issued as a guide to societies, and may be adopted by them. If any other forms of benefit are submitted by a society for the consent of the Insurance Commissioners, the application should be accompanied by actuarial evidence in support of the financial soundness of the proposal. Under this Table a society may choose one (but not more) of the alternative methods, but no option may be exercised by individual members of the Society.

Reduction of Sickness Benefit.	Equivalent additional benefit to be applied to the whole class of persons to whom the reduction of sickness benefit is made applicable.
2*s.* 6*d.* per week	Repayment of the contributions paid to the extent of one halfpenny per week.

TABLE H.—*continued.*

1*s.* 6*d.* per week	Payment of sickness benefit at the rate so reduced from the first day of sickness instead of from the fourth day.
1*s.* per week ..... [Or if a greater reduction be made, the sum of 11*d.* per member named in the next column may be increased correspondingly.]	Provision for medical treatment and attendance for any persons dependent on the labour of members of the class, or for the payment of the cost, or part thereof, of dental treatment for any such member, to such extent as will absorb a total sum of not more than elevenpence per annum for the average of the number of members in the class at the beginning of the year and at the end of the year respectively.

The fact that a man is receiving sick pay from the private side of his society makes no difference whatever to his sickness benefit under the Act.

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2. RULES *of a* TRADE PROTECTION SOCIETY (*c*).

1. The name of the Association shall be "The —— Trade Protection Association." Name.

2. The place of meeting for the business of this Association shall be ——. Place of meeting.

3. The objects of the Association shall be:— Objects.

(a) To protect and watch the interests of all persons engaged as masters or employers in the —— industries, and in industries and businesses allied or ancillary thereto.

(b) To consider and discuss all questions affecting the interests of persons coming within the classification of object (a).

(c) To take concerted action in regard to the protection of such interests where necessary or advisable.

(d) To enter into arrangements for profit-sharing, union of interests, amalgamation, co-operation, joint adventure, reciprocal concession, or otherwise, either in whole or part with any company, corporation, society or trade union partnership or persons carrying on or engaged

(*c*) Adapted from the Rules of the Electrotypers' and Stereotypers' Trade Protection Association, and published by their permission.

in, or about to carry on or engage in, any of the businesses of which this Association is formed to watch over and protect the interests.

(e) To formulate and maintain a standard minimum scale of charges for the products of the industries of the members.

(f) To protect the rights and privileges of the trades included; and

(g) To provide (if desirable) a joint fund for the advancement of this Association's purposes.

(h) To regulate the relations between employers and employed.

(i) To form a body for inter-communication in trade disputes.

(j) To do all such other fit and proper acts and things as are incidental or conducive to the attainment of the above objects or any of them.

The purposes for which the funds of the Association shall be applicable, shall be only such as are within the above objects.

Constitution. 4. The Association shall consist of such employers or authorised representatives of employers as are engaged in the —— trades, and in the various trades nearly allied thereto, as shall apply to the Executive Committee for membership, and being accepted by such committee shall subscribe to the Association in accordance with the scale in Rule 5 provided.

Payment of any subscription shall be deemed an approval by the subscriber of the objects and rules of the Association.

Subscriptions. 5. The annual subscription shall be calculated on a scale in accordance with the number of ——men employed in the business represented by each member on 1st June in each year, of whom a return shall be given to the Secretary yearly within seven days of the 1st day of June in each year.

An entrance fee of one guinea shall be imposed on employers qualified to join who join after the 31st December, 19—.

The scale of subscriptions shall be two guineas for four ——men or under, and one guinea for every additional four or part of four ——men.

Payment of subscriptions. The subscription shall be payable in advance, and shall be first due on joining the Association; and subsequently on the

1st June in each year, and shall be payable within fifteen days after 1st June in each year.

The Executive Committee shall have the power to make a levy upon the members to meet any exceptional expenditure, such levy to be made proportionate to the subscription paid by the respective members. Levies.

6. The affairs of the Association shall be administered by an Executive Committee of five members, of whom the first shall be ——, who shall constitute such Executive Committee until the Annual General Meeting. Such Annual General Meeting shall elect the Executive Committee in every year, and until such meeting is held in any year the former members retain their office. Retiring committeemen shall be eligible for re-election. The trustees, treasurer and Secretary, and all other officers of the Association shall be appointed and confirmed in their initial appointment by the Executive Committee. Until the first meeting of such Committee, —— shall be the trustees and officers respectively. Their removal shall be as provided for in Rule 24. Officers.

7. The Committee may appoint and pay officials, and may authorise any payments they may deem expedient. Payments.

8. Cheques shall be signed by two members of the Committee and countersigned by the Secretary. Cheques.

9. The Committee's $\frac{\text{and}}{\text{or}}$ Association's pass book shall be made up and laid on the table at each ordinary Committee meeting. Pass books.

10. The Annual General Meeting shall be held during the month of —— in every year, and the accounts of the Association, made up to the previous 31st December, shall be presented at such meeting, having first been audited by the auditors, as hereinafter provided. Annual general meeting.

11. Seven clear days' notice of this and of every general meeting is to be given by circular, written or printed. Notice of meeting.

12. A quorum at such meetings, and at any general meeting, shall be seven members. Quorum.

13. Names of members to be proposed for election at the annual meeting to the Executive Committee, or as officers of the Association shall be sent to the Secretary two clear days before the Annual General Meeting. Candidates for office.

14. The present members of the Executive Committee shall appoint one of themselves to be chairman of the Association until the Annual General Meeting, and he shall be chairman also of Chairman, vice-chairman, &c.

the Committee till that time. They shall also appoint one vice-chairman until the same meeting. At the first Annual General Meeting the members shall appoint one of the Executive Committee to be chairman, and one to be vice-chairman of the Association, and the same persons shall be chairman or vice-chairman respectively of the Committee. If neither of these shall be present at any meeting a chairman for the occasion shall be appointed by a majority of members present.

The chairman at every meeting shall have a casting vote (and no other).

Vacancies in the Committee and in the offices of chairman or vice-chairman, occurring between the Annual General Meetings, may be filled until such meeting by a majority of the members of the Committee.

Committee meetings.

15. The Executive Committee shall meet as often as may be required (three members to form a quorum, except where other provision is expressly made), and may appoint sub-committees to enquire and report to the Committee or to transact special business.

Notice of meeting.

16. Except in cases of urgency, twenty-four hours' notice shall be given of any Committee meeting.

Disqualifications of committeemen.

17. No person shall be eligible to be elected or shall remain a member of the Executive Committee who, or whose firm, has been adjudged bankrupt, or against whose company an order for winding up has been made, or who, or whose firm or company, has compounded with his or their creditors.

Alteration of rules.

18. Any alteration, amendment, rescission, or addition to these rules shall be made by resolutions of a meeting of the Executive Committee, at which at least four members shall be present, provided that such resolutions shall be confirmed by the next general meeting of the Association.

Trustees.

19. There shall be two trustees of the Association. A banking account for the Executive Committee shall be opened at such bank as the trustees may determine, and the funds of the Association shall be invested in the names of such trustees, in the investments authorised by law for trustees, but until the funds shall exceed £50 the funds shall be allowed to remain on current account at the said bank, and no investment shall be made except when the funds so far exceed £50, as to make it advisable in the opinion of the Executive Committee to make an investment.

The trustees named by the Executive Committee may be two of themselves if voted for by all the residue of the members of such Executive Committee.

The first treasurer shall be appointed by the Executive Committee. Treasurer.

The first Secretary shall be ——, at a remuneration to be fixed by the Executive Committee. Secretary.

20. A firm of chartered accountants, practising within the City of London, appointed by the Annual General Meeting, shall audit the accounts of the Association each year, when the total sums to be accounted for shall exceed £200. Until then two capable accountants of any of the firms represented on the membership of the Association shall be appointed by the Executive Committee, at such fee not exceeding £2 2*s*., as the Committee shall direct in the appointment. Auditors.

21. The accounts to 31st December in any year must be ready for audit by 1st March in the next year, and the audit thereof must be completed by the 1st day of April next following. Audit of accounts.

The person responsible for presenting the accounts is the treasurer, and for the audit is the appointed auditor.

The penalty for failure of either is a fine of from one to ten guineas in the discretion of the Executive Committee, payable to the funds of the Association.

22. Every person claiming (and, if required, proving to the reasonable satisfaction of a meeting of the Executive Committee) that he or she has an interest in the funds of the Association, shall be entitled to have inspection of the register of names and addresses of members of the Association, and to have produced to him or her, all, or any of, the books of account whatsoever of the Association. Inspection of books and list of members.

23. The penalties to which members are subject are (in addition to the penalty in Rule 21):— Penalties.

For failure to charge in accordance with the scale set by this Association under Rule 2, object (e), a fine of £20 as a maximum, this amount to be proportioned according to the proportion that the amount of the fined members' subscription bears to the largest subscription paid.

All fines shall be paid by the members to the ——, and their official receipt shall be produced to the Association.

24. Any trustee, treasurer, Secretary, or other officer of the Removal of

officers and members of committee.

Association, and any member or all the members of the Executive Committee or other Committee of Management shall be subject to removal on a vote of two-thirds of the members personally present at a general meeting of the Association called with express written notice of this business to be transacted thereat.

Dissolution.

25. This Association shall be dissolved only by resolution passed by at least two-thirds of all the members of the Association.

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3. AGREEMENT *between a* Trade Protection Society *and a* Workmen's Union (*d*).

THIS AGREEMENT, made the —— day of ——, 19—, Between The —— Trade Protection Association (a registered Trade Union), hereinafter called "the Association," of the first part, and the —— (a registered Trade Union), hereinafter called "the Society," of the second part.

Witnesseth that in consideration of the covenants hereinafter contained on behalf of the said Society, the Association hereby accepts and agrees to the following conditions of employment by the Association of the members of the said Society for a period of five years from November the first next. The conditions of employment shall be as follow, that is to say, as and from the first day of ——, 19—, until the termination of this agreement, the Association accepts and agrees to a working week of fifty hours for members of the Society employed by members of the Association, subject always to any general movement in the —— and allied trades for a reduction of hours, in which case the Association pledges itself to accept and abide by whatever may be generally adopted by the said —— and allied trades as the working week. The recognised hours for the working day shall be between 8 a.m. and 6 p.m. for the first five working days of the week, and 8 a.m. to 1 p.m. on Saturday; beyond this will be subject to overtime rates. The Association further agrees during the said period to recognise the sum of two pounds four shillings

(*d*) The agreement from which this precedent has been adapted was furnished by and is published by permission of the Electrotypers' and Stereotypers' Trade Protection Association.

per week to be the minimum wage for members of the Society, and further will and shall pay for all public holidays such as Good Friday, Easter Monday, Monday in Whit week, first Monday in August, Christmas Day, Boxing Day, and any national holiday which may occur from time to time. If on any of the above mentioned holidays it is necessary for any of the members of the Society to be at work in any of the Association's shops, they shall receive, in addition to the above payment, overtime rate for any part of any holiday during which they may be employed.

In addition to the foregoing holidays the Association hereby agrees to grant one week's holiday each year at full pay to every member of the Society employed by members of the Association, provided that such members of the Society shall have been in the employment of any one or more members of the Association for a period of one year calculated from the first day of November, 19—.

In the event of any member of the Society leaving the employment of any member of the Association before completing one year's inclusive service calculated from the date above mentioned, and obtaining a situation in a —— office, such member or members of the Society shall be entitled to a *pro rata* allowance in respect of the week's holiday either in cash or time at the option of the employed for any period exceeding six months.

The Association further pledges itself to abide by the rules of the Society in existence on the first day of ——, 19—, and other alterations that may be effected from time to time shall be mutually agreed upon.

The Association further agrees that all members of the Society in the employ of its members shall receive an immediate increase of four shillings per week on the first day of——, 19—, whatever the present wages of such members of the Society may be, and it is hereby expressly understood that it is not the intention or desire of the Association that the minimum wage of —— per week shall become the prevalent wage for all members of the Society.

The Association further agrees that from the date of this agreement coming into operation no fresh assistant labour shall be introduced to the trade by the masters unless and until it can be shown that the Society is unable to supply men in adequate numbers for trade requirements, but no assistants on present staffs

who are members of another society shall be discharged simply because they decline to join the Society.

In consideration of the foregoing concessions and covenants on the part of the Association, the Society agrees to uphold, maintain, and sustain by every means in its power the scale of prices and discounts adopted by the Association (*e*), and especially binds itself to withdraw its members from any —— or —— firm or company dealing in the products of the members of the Society at prices below those adopted by the Association, provided that reasonable proof of such underselling is adduced by the Association to the Committee of the Society and that the house so complained of by the Association can properly be described as a trade house. The term "trade house" shall for the purposes of this agreement be deemed to mean any house taking or accepting orders for the products of members of the Society other than such as may be necessary for the due carrying out by the house in question of or in connection with *bonâ fide* orders for —— entrusted to such house. Any fresh advance or alteration of price determined upon by the Association shall be notified to the Society at the time, and mutually agreed upon before putting into operation. All journeymen withdrawn from any firm for non-compliance by such firm with the rules and regulations of the Association will be found employment at once by members of the Association at the same wages as they were hitherto receiving, provided they had been in receipt of such wages for a period of at least three months, and such situations shall be guaranteed by the Association for a period of thirteen weeks. Journeymen withdrawn from houses not belonging to the Association shall receive four shillings per week beyond the rate of wages they had been in receipt of for the previous three months on the understanding that such members of the Society shall have the option of returning to their former employment immediately the dispute with the Association is settled, and during the period that members are so employed in any Association shop as a consequence of this agreement the number of the ordinary staff of any shop so affected shall not be reduced from any reason whatever except misconduct.

(*e*) Or, "the revised minimum price list of the association hereto annexed and marked A."

If at any time the occasion should arise to put into operation the clause dealing with the withdrawal of members of the Society, no step shall be taken in this direction, nor shall the members of the Society be expected so to act until the case in question has been considered and such action agreed upon by representatives of both the Association and the Society.

If at any time any other point should arise affecting the interests of both parties to this agreement the matter shall be considered and dealt with as agreed upon by the representatives of the Association and the Society.

The covenants and agreements on the part of the Association and the Society hereinbefore contained notwithstanding, it is hereby expressly agreed and understood that should circumstances arise which in the opinion of either of the parties hereto render this agreement unworkable in practice after consideration by joint representatives of the Association and the Society, three calendar months' notice shall be deemed a good and sufficient notice by either side to terminate this agreement, and the parties hereto shall at the expiration of such notice return to the *status quo ante*.

In witness whereof the signatures of the members of the Executives of the Association and the Society were hereunto affixed the day and the year first above written.

TRAMWAYS (*a*).

1. MODEL Form *of* By-laws *and* Regulations *made by the —— as the* Local Authority, *under sect.* 46 *of the Tramways Act,* 1870.

1. For the purpose of these by-laws and regulations the term "car" shall mean any [engine or] carriage using any tramway laid down within the said [borough], and the terms "driver" and "conductor" shall respectively mean the driver and conductor or other person having charge of a [an engine or] car.

(*a*) See also "Parliamentary Documents."

2. The driver of every car shall cause the same to be driven at a speed of not less than [four] miles an hour on the average, and not exceeding eight miles an hour.

3. The driver of every car shall so drive the same that it shall not follow a preceding car at a less distance than (*b*) —— yards.

4. Subject to the requirements of By-laws Nos. 3 and 5, the driver or conductor of a car shall stop the same for the purpose of setting down or taking up passengers, when required by any passenger desiring to leave the car, or by any person desirous of travelling by the car, for whom there is room, and to whose admission no valid objection can be made: Provided that nothing in this by-law shall require a car to be stopped on any gradient steeper than 1 in 25.

[The preceding by-law is inappropriate where, as is now frequently the case, fixed stopping places are arranged.]

5. Except at a passing place or terminus, no car shall be stopped at the intersection or junction of two or more streets or roads, nor within [ten] yards of a car on an adjoining line of rails.

6. The driver of a car, on coming in sight of a vehicle standing or travelling on any part of the road so as not to leave sufficient space for the car to pass, shall sound his bell or whistle as a warning to the person in charge of such vehicle, and that person shall, with reasonable despatch, cause such vehicle to be removed so as not to obstruct the car.

7. No person shall in any way wilfully impede or interfere with the traffic on the tramways, nor shall any driver or conductor needlessly cause interruption to the ordinary road traffic.

8. Every driver, conductor, or other person offending against any of these by-laws and regulations shall be liable to a penalty not exceeding forty shillings for each offence, and not exceeding for any continuing offence ten shillings for every day during which the offence continues.

[*Here insert any by-laws to meet special cases.*]

(*b*) This distance should be not less than 10 nor more than 150 yards.

9. These by-laws shall come into force on the —— day of ——, 19—.

The Common Seal of the said Mayor, Aldermen and Burgesses, affixed by order of the Council of the said Borough at a meeting of such Council held on the —— day of ——, in the presence of ——.

——, Mayor.

(L.S.) by ——, Town Clerk.

[*or* other appropriate attestation clause.]

I hereby certify that a true copy of the foregoing by-laws and regulations has, in accordance with the provisions of sect. 46 of the Tramways Act, 1870, been laid before the Board of Trade not less than two calendar months before such by-laws and regulations came into operation, and that such by-laws and regulations have not been disallowed by the Board of Trade within the said two calendar months.

An Assistant Secretary to the Board of Trade.

—— day of ——, 19—.

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2. MODEL FORM *of* BY-LAWS *and* REGULATIONS *made by a* TRAMWAY COMPANY *under the* POWERS *conferred on the* COMPANY *by the Tramways Act*, 1870.

1. The by-laws and regulations hereinafter set forth shall extend and apply to all carriages of the company, and to all places with respect to which the company have power to make by-laws or regulations.

2. Every passenger shall enter or depart from a carriage by the hindermost or conductor's platform, and not otherwise (*c*).

3. No passenger shall smoke inside any carriage.

4. No passenger or other person shall, while travelling in or upon any carriage, play or perform upon any musical instrument.

5. A person in a state of intoxication shall not be allowed to enter or mount upon any carriage, and if found in or upon any

(*c*) See *Freel* v. *Bury* (1900), Times Newspaper, July 21; (1901), Jan. 26 (C. A.).

carriage shall be immediately removed by or under the direction of the conductor (*d*).

6. No person shall swear or use obscene or offensive language whilst in or upon any carriage, or commit any nuisance in or upon or against any carriage, or wilfully interfere with the comfort of any passenger (*e*).

7. No person shall wilfully cut, tear, soil, or damage the cushions or the linings, or remove or deface any number plate, printed or other notice, in or on the carriage, or break or scratch any window of or otherwise wilfully damage any carriage. Any person acting in contravention of this regulation shall be liable to the penalty prescribed by these by-laws and regulations, in addition to the liability to pay the amount of any damage done.

8. A person whose dress or clothing might, in the opinion of the conductor of a carriage, soil or injure the linings or cushions of the carriage, or the dress or clothing of any passenger, or a person who, in the opinion of the conductor, might for any other reason be offensive to passengers, shall not be entitled to enter or remain in the interior of any carriage, and may be prevented from entering the interior of any carriage, and shall not enter the interior of any carriage after having been requested not to do so by the conductor, and, if found in the interior of any carriage, shall, on request of the conductor, leave the interior of the carriage upon the fare, if previously paid, being returned.

9. Each passenger shall, upon demand, pay to the conductor or other duly authorised officer of the company the fare legally demandable for the journey (*f*).

10. Each passenger shall show his ticket (if any) when required so to do to the conductor or any duly authorised servant of the company, and shall also when required so to do either deliver up his ticket or pay the fare legally demandable for the distance travelled over by such passenger (*f*).

11. A passenger not being an artisan, mechanic, or daily labourer, within the true intent and meaning of the Acts of Par-

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(*d*) See *Murgatroyd* v. *Blackburn and Over Darwen Tramway Co.* (1887), 3 T. L. R. 451.

(*e*) Discussed in *Gentel* v. *Rapps*, [1902] 1 K. B. 160; 71 L. J. K. B. 105.

(*f*) See *Egginton* v. *Pearl* (1875), 33 L. T. (N. S.) 428, where this by-law was held to be reasonable.

liament relating to the company, shall not use or attempt to use any ticket intended only for such artisans, mechanics, or daily labourers.

12. Personal or other luggage (including the tools of artisans, mechanics, and daily labourers) shall, unless otherwise permitted by the conductor, be placed on the front or driver's platform, and not in the interior or on the roof of any carriage (*g*).

13. No passenger or other person not being a servant of the company shall be permitted to travel on the steps or platforms of any carriage, or stand either on the roof or in the interior, or sit on the outside rail on the roof of any carriage, and shall cease to do so immediately on request by the conductor (*h*).

14. No person, except a passenger or intending passenger, shall enter or mount any carriage, and no person shall hold or hang on by or to any part of any carriage, or travel therein otherwise than on a seat provided for passengers.

15. When any carriage contains the full number of passengers which it is licensed to contain, no additional person shall enter, mount, or remain in or on any such carriage when warned by the conductor not to do so.

16. When a carriage contains the full licensed number of passengers, a notice to that effect shall be placed in conspicuous letters and in a conspicuous position on the carriage.

17. The conductor shall not permit any passenger beyond the licensed number to enter or mount or remain in or upon any part of a carriage.

18. No person shall enter, mount, or leave, or attempt to enter, mount, or leave, any carriage whilst in motion.

19. No dog or other animal shall be allowed in or on any carriage, except by permission of the conductor, nor in any case in which the conveyance of such dog or other animal might be offensive or an annoyance to passengers. No person shall take a dog or other animal into any carriage after having been requested not to do so by the conductor. Any dog or other animal taken

(*g*) See *Greig* v. *Aberdeen District Tramways Co.* (1890), 17 R. 808.

(*h*) This by-law or a similar one was held to protect the company in an action by a passenger, who had committed a breach of it, for injuries in *Docherty* v. *Glasgow Tramway and Omnibus Co., Ltd.* (1894), 32 S. L. R. 353; and *Byrne* v. *Londonderry Tramway Co.* (1902), 2 I. R. 457 (C. A.).

into or on any carriage in breach of this regulation shall be removed by the person in charge of such dog or other animal from the carriage immediately upon request by the conductor, and in default of compliance with such request may be removed by or under the direction of the conductor.

20. No person shall travel in or on any carriage of the company with loaded fire-arms.

21. No passenger shall wilfully obstruct or impede any officer or servant of the company in the execution of his duty upon or in connection with any carriage or tramway of the company.

22. The conductor of each carriage shall enforce or prevent the breach of these by-laws and regulations to the best of his ability.

23. Any person offending against or committing a breach of any of these by-laws or regulations shall be liable to a penalty not exceeding forty shillings (*i*).

24. The expression "conductor" shall include any officer or servant in the employment of the company and having charge of a carriage.

25. There shall be placed and kept placed in a conspicuous position inside of each carriage in use a printed copy of these by-laws and regulations.

26. These by-laws shall come into force on the —— day of ——, 19—.

——, Secretary of the Company.

[*Certified in the same manner as the preceding set of by-laws.*]

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3. TRAMWAYS Orders Confirmation Act.

Chapter ——.

An Act to confirm certain Provisional Orders made by the Board of Trade under the Tramways Act, 1870, relating to —— Tramways.

Whereas under the authority of the Tramways Act, 1870, the Board of Trade have made the several Provisional Orders set out in the schedule to this Act annexed:

(*i*) See Tramways Act, 1870, s. 47. Penalties are recovered under sect. 56 of the Act.

And whereas a Provisional Order made by the Board of Trade under the authority of the said Act is not of any validity or force whatever until the confirmation thereof by Act of Parliament:

And whereas it is expedient that the several Provisional Orders made by the Board of Trade under the authority of the said Act, and set out in the schedule to this Act annexed, be confirmed by Act of Parliament:

Be it therefore enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled, and by the authority of the same, as follows:—

1. This Act may be cited as the Tramways Orders Confirmation (No. —) Act, 19—. Short title.

2. The several orders as amended and set out in the schedule to this Act annexed shall be, and the same are hereby confirmed and all the provisions thereof in manner and form as they are set out in the said schedule shall, from and after the passing of this Act, have full force and validity, and the dates of the same respectively shall be the date of the passing of this Act. Confirmation of orders in schedule.

3. [*As in the Model Order, ante, p.* 753.] Protection of houses of labouring class.

SCHEDULE.

[Note.—The model form of Order prepared by the Board of Trade for departmental use is now to some extent obsolete, and the following form has therefore been prepared from recent Orders. The promoters have been treated as being a corporation, but the appropriate alterations which are necessary where other bodies or persons are promoters have been duly noted. This Model Order may be supplemented by clauses for the Model Order for a light railway of Class B, *ante,* p. 791. Orders made under Private Legislation Procedure (Scotland) Act, 1899, do not follow this form, but resemble special Acts or Orders for Light Railways of Class B.]

—— *Corporation.*

Order authorising the *Mayor, Aldermen and Burgesses of the Borough of* —— to construct Tramways in their *Borough.*

Preliminary.

1. This Order may be cited as the —— *Corporation* Tramways Order, 19—. Short title.

Incorporation of Acts.

2. The provisions of the Lands Clauses Acts (except with respect to the purchase and taking of lands otherwise than by agreement, and with respect to the entry upon lands by the promoters of the undertaking), and of the Tramways Act, 1870, are hereby incorporated with this Order except where the same are inconsistent with or expressly varied by this Order (*k*).

Interpretation.

3. The several words, terms and expressions to which by the Acts in whole or in part incorporated with this Order meanings are assigned have in this Order the same respective meanings:

Provided that in this Order—

The expression "the borough" means the borough of ——, in the county of ——.

The expression "the corporation" means the mayor, aldermen and burgesses of the borough acting by the council:

The expressions "the tramways" and "the undertaking" mean respectively the tramways and works, and the undertaking by this Order authorised:

The expression "mechanical power" includes steam, electrical and every other motive power not being animal power, and the word "engine" includes motor.

Promoters.

Promoters.

4. The *corporation* shall be the promoters for the purposes of this Order, and are in this Order referred to as "the promoters."

Lands.

Lands.

5. The promoters may—

(a) subject to the sanction of the Local Government Board, and under such conditions as they may prescribe from time to time, appropriate and use for any of the purposes of this Order, but subject to the provisions (if

(*k*) These words do not mean that there must be variation or exception in express terms; such variation or exception must be taken to occur whenever the incorporated Act is inconsistent with and not applicable to the incorporating Act: *Weld* v. *S. W. Rail. Co.* (1863), 32 Beav. 340, 345. Similar decisions on words which were similar to but not the same as these are: *R.* v. *St. Luke's Vestry* (1871), L. R. 7 Q. B. 148; *Sharpe* v. *Metropolitan District Rail. Co.* (1880), 5 App. Cas. 425.

any) under which such lands were respectively acquired, any lands not dedicated to public use from time to time vested in them [being part of their corporate estates (*l*)]:

(b) by agreement from time to time purchase and acquire for the purposes of the undertaking such lands as they may require, and may from time to time sell, let or dispose of any such lands which may not be necessary for such purposes. Provided that all sums received by the promoters from the sale of such lands, or from fines or premiums on leases of the same, shall be applied solely in repayment of outstanding loans, and that such moneys shall not be applied to the payment of instalments or to payments into the sinking fund, except to such extent and upon such terms as may be approved by the Local Government Board:

Provided that they shall not at any time hold for such purposes more than *five* acres of land. Provided also that nothing in this Order shall exonerate the promoters from any indictment, action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon lands appropriated or taken under the powers of this section.

[Where the promoters are not a local authority the following section must be substituted:—

Lands by agreement.

5A. The promoters may by agreement from time to time purchase, take on lease and acquire, for the purposes of the undertaking, such lands as they may require, and may from time to time sell, let or otherwise dispose of any such lands not required for such purposes. Provided that they shall not at any time hold for such purposes or for the purposes of any adjoining tramways they may acquire more than *five* acres of land. Provided always, that nothing in this Order shall exonerate the promoters from any indictment, action or other proceeding for nuisance, in the event of any nuisance being caused or permitted by them upon any land acquired by them under this section.]

(*l*) The words in brackets will be omitted where the promoters are a local authority other than the corporation of a borough.

Construction of Tramways.

Construction of tramways.

6. The promoters may, subject to the provisions of this Order

(a) construct and maintain in accordance with the plans and sections deposited at the office of the Board of Trade for the purposes of this Order (which plans and sections are in this Order referred to respectively as "the deposited plans" and "the deposited sections") the tramways hereinafter described, with all proper rails, points, plates, sleepers, junctions, turntables, turnouts, weigh-bridges, crossings, passing-places, works and conveniences connected therewith and for the purposes thereof, and may work and use the same (*m*);

(b) erect, construct and provide on any lands *taken or appropriated* (*n*) under the powers of this Order offices, stables, sheds, carriage, engine, boiler and dynamo houses, and other buildings for the purposes of the undertaking:

Provided that nothing in this Order, or in any Act wholly or in part incorporated therewith, shall extend to or authorise any interference with any works of any undertakers under the Electric Lighting Acts, 1882 and 1888, to which the provisions of sect. 15 (*o*) of the Act of 1882 apply, except in accordance with and subject to the provisions of that section (*p*).

The tramways will be wholly situated within *the borough*, and are as follows:—

Tramway No. 1 (—— furlongs, —— chains in length, whereof —— furlongs, —— chains is single, and —— furlongs, —— chains is double), commencing at ——, passing

(*m*) A sub-section in a special Act similar to this and another similar to sect. 15, *post,* were discussed in *Wilkinson and Marshall* v. *Newcastle-upon-Tyne Corporation* (1902), 18 T. L. R. 332. It was there pointed out that a connecting line between two routes is not a "junction" within the meaning of this section.

(*n*) Where the promoters are not a local authority, substitute "acquired."

(*o*) The section referred to provides for the removal on terms by undertakers of the apparatus of other persons and authorities, and *vice versâ*.

(*p*) After this section add any conditions precedent to the construction of the tramways, such as road widenings (see Model Order, s. 11, *ante,* p. 793).

into and along ——, and terminating in the last-named road at ——.

Tramway No. 1 will be laid as a double line except at the following places, where it will be laid as a single line:

In —— Road, from —— to ——.

[Where the Order is for the reconstruction of an existing tramway, substitute:—

Reconstruction of existing tramways.

6A. Subject to the provisions of this Order, the promoters may, within the period of three years from the date of this Order, or such extended period as the Board of Trade may allow, relay the plates and rails of the tramways, or otherwise alter the present construction thereof, for the purpose of adapting the same for working by mechanical power, as by this Order authorised.]

[Where the promoters already have a tramway undertaking, one of the following sections may be added:—

Tramways to form part of tramway undertaking for all purposes.

6B. Subject to the provisions of this Order, the tramways shall for all purposes form part of the *corporation* tramways undertaking, and the promoters and their lessees and their licensees may, in respect of the tramways, exercise and enjoy all and the like powers, rights, privileges and authorities which they now may or are empowered to exercise and enjoy, and shall be subject and liable to the like penalties, conditions, restrictions and stipulations as they are subject and liable to with respect to the *corporation* tramways undertaking, or any part thereof, and may demand, take and recover in respect of the tramways or any part or parts thereof the like tolls, rates and charges for the use thereof, and for the conveyance thereon of traffic of all kinds, and for the use of carriages placed and run thereon by them, as they are authorised to demand and take in respect of the tramways authorised by the —— Tramways Order [Act], 19—.

Application of order of —.

Or, The provisions of the —— Order [Act] shall, so far as they are applicable in that behalf and are not inconsistent with the provisions of this Order, extend and apply *mutatis mutandis* to and in relation to the tramways authorised by this Order as if such tramways had formed part of the tramways authorised by the —— Order [Act].]

[Here insert protective clauses, if any; specimens will be found in the Model Orders, *ante,* pp. 761 *sqq.*, 810 *sqq.*]

Gauge and width of carriages.

7. The tramways shall be constructed on a gauge of *four feet eight and a half inches*, or such other gauge as may from time to time be determined by the Board of Trade on the application of the promoters. Provided always, that in the event of the tramways being constructed on a less gauge than *four feet eight and a half inches* so much of sect. 34 of the Tramways Act, 1870, as limits the extent of the carriages used on any tramways beyond the outer edge of the wheels of such carriages shall not apply to carriages used on the tramways, but in that case no engine or carriage used on the tramways shall exceed six feet six inches in width or such other width as may from time to time be prescribed by the Board of Trade (*q*).

Provisions as to construction of tramways.

8. In addition to the requirements of sect. 26 of the Tramways Act, 1870, the promoters shall [at the same time as they give notice to the road authority of their intention to open or break up any road for the purpose of constructing, laying down, maintaining or renewing any of the tramways] lay before the Board of Trade [and the road authority] a plan showing the proposed mode of constructing, laying down, maintaining or renewing such tramways, and a statement of the materials intended to be used therein, and the promoters shall not commence the construction, laying down, maintenance or renewal of any of the tramways, or part of any of the tramways respectively, except for the purpose of necessary repairs until such plan and statement have been approved by the Board of Trade [and the road authority], and after such approval the works shall be executed in accordance in all respects with such plan and statement [and in places where the promoters are not the sole road authority under the superintendence and to the reasonable satisfaction of the surveyor of the road authority as provided by the said section] (*r*).

(*q*) The width of carriage is regulated by a scale prescribed by the Board of Trade, namely:—

Gauge.	Maximum width of carriage.
4 ft. 0 in.	6 ft. 6 in.
3 ft. 6 in.	6 ft. 4 in.
3 ft. 0 in.	6 ft. 0 in.
2 ft. 6 in.	5 ft. 6 in.
2 ft. 0 in.	5 ft. 0 in.

(*r*) The words in brackets must be added where the promoters are not

9. The rails of the tramways shall be such as the Board of Trade may approve (*s*). Rails of tramways.

10.—(1) The promoters shall at all times maintain and keep in good condition and repair and so as not to be a danger or annoyance to the ordinary traffic the rails of the tramways and the sub-structure upon which the same rest, and if the promoters at any time fail to comply with this provision or with the provisions of sect. 28 of the Tramways Act, 1870, they shall be subject to a penalty not exceeding five pounds for every day on which such non-compliance continues. Penalty for not maintaining rails and road in good condition.

(2) In case it is represented in writing to the Board of Trade [by the road authority of any district in which the tramways, or any portion thereof, are or is situate, or] (*t*) by twenty inhabitant ratepayers of the [such] district, that the promoters have made default in complying with the provisions in this section contained or with any of the requirements of sect. 28 of the Tramways Act, 1870, the Board of Trade may, if they think fit, direct an inspection by an officer to be appointed by the said Board, and if such officer reports that the default mentioned in such representation has been proved to his satisfaction, then and in every such case a copy of such report, certified by a secretary or assistant secretary of the Board of Trade, may be adduced as evidence of such default, and of the liability of the promoters to such penalty or penalties in respect thereof as is or are by this section imposed.

Where the promoters are not the sanitary authority add the following:—

11. Every sanitary authority shall at all times have free access to and communication with all their sewers and drains, and power to lay lateral and private drains to communicate therewith, without the consent or concurrence of the promoters, and the provisions contained in sects. 32 and 33 of the Tramways Act, 1870, Sanitary authority to have access to sewers.

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the sole road authority. Where the promoters are not a local authority the same words must be added, except the words "where the promoters are not the sole road authority" in the last sentence.

(*s*) Sometimes it is provided that the Board of Trade may require the promoters to adopt improvements which experience has suggested on the application of the local or road authority. (See Tramways Orders Confirmation (No. 2) (West Riding, Knottingley Extension) Act, 1902 (2 Edw. 7, c. cciii.).)

(*t*) Omit where the promoters are the sole road authority.

shall be applicable in the case of any sewer or private drain of or under the control of the sanitary authority as if the same were a pipe for the supply of gas or water.

Tramways to be kept on level of surface of road.

12. If [the promoters or] (*u*) any [other] (*u*) road authority hereafter alter the level of any road along or across which any part of the tramways is laid or authorised to be laid, the promoters may and shall from time to time alter or (as the case may be) lay their rails so that the uppermost surface thereof shall be on a level with the surface of the road as altered.

Alteration of tramways.

13. The promoters may, with the consent of the Board of Trade [and the road authority] (*x*), lay down double lines in lieu of single or interlacing lines, or single lines in lieu of double or interlacing lines, or interlacing lines in lieu of double or single lines on any of the tramways [and if at any time after the construction of the tramways the road in which the same, or any part thereof, is laid shall be altered in level or widened, the promoters may, with the like consents, take up and remove such tramways or part thereof and reconstruct the same in such position as they may think fit], or [and may, with the like consents, subject in places where the promoters may not be the road authority to the approval of that authority] (*x*) alter the position in the road of any of the tramways or any part thereof respectively. Provided that the uppermost surface thereof shall be on a level with the surface of the road:

Provided further that in exercise of the powers of this section no rail shall be so laid that a less space than nine feet six inches shall intervene between it and the outside of the footpath on either side of the road if one-third of the owners or one-third of the occupiers of the premises abutting on the place where such less space shall intervene shall by writing under their hands, addressed and delivered to the promoters within three weeks after receiving from the promoters notice of their intention (which notice the promoters shall give one month before commencing any alterations under this section), express their objection thereto.

(*u*) Omit the words in brackets where the promoters are not the local or road authority. If the promoters fail in their duty under this section, apparently a mandamus may go against them. (*Ex parte Acton, Middlesex, Local Board* (1888), Times Newspaper, Nov. 6.)

(*x*) Omit these words where the promoters are the sole road authority.

[Add the following section where required:—

Power to deviate.

13A. In constructing and maintaining the tramways the promoters may, with the previous approval of the Board of Trade, deviate laterally from the lines shown on the deposited plans to any extent not exceeding one foot, but no such deviation shall be made so that a less space than nine feet six inches shall intervene between the outer rail of the tramway and the outer edge of the footway on either side of the road, if one-third of the owners or one-third of the occupiers of the premises abutting on the place where such less space shall intervene shall, by writing under their hands addressed and delivered to the promoters within three weeks after receiving from the promoters notice of their intention, express their objection thereto.]

Cross-over roads to be constructed in certain cases.

14. Where in any road in which a double line of tramway is laid there shall be less width between the outside of the footpath on either side of the road and the nearest rail of the tramway than nine feet six inches, the promoters shall if and where required by the Board of Trade construct a cross-over road or roads connecting the one tramway with the other, and by the means of such cross-over road or roads the traffic shall, when necessary, be diverted from one tramway to the other.

Additional cross-over roads, &c. may be made where necessary.

15. The promoters may, subject to the provisions of this Order [with the consent of the local and road authorities] (*y*), from time to time make, maintain, alter and remove all such cross-over roads, passing-places, sidings, junctions and other works in addition to those particularly specified in and authorised by this Order as they find necessary for the efficient working of the tramways or for forming junctions with other tramways, or for providing access to any warehouses, stables or carriage-houses or works of the promoters [but in places where the promoters may not be the road authority the same shall only be made subject to the approval of the road authority] (*z*). Provided that in the construction of any such works no rail shall be so laid that a less space than nine feet six inches shall intervene between it and the outside of the footpath on either side of the road if one-third of the owners or one-third of the occupiers of the premises abutting on the

(*y*) Insert where the promoters are not a local or road authority.

(*z*) Insert where the promoters are a road authority, but not the sole road authority.

place where such less space shall intervene shall, by writing under their hands addressed and delivered to the promoters within three weeks after receiving from the promoters notice of their intention (which notice the promoters shall give one month before commencing any works under this section), express their objection thereto.

Temporary tramways may be made when necessary.

16. Where by reason of the execution of any work affecting the surface or soil of any road along which any of the tramways are laid it is in the opinion of the [road authority] (*a*) necessary or expedient temporarily to remove or discontinue the use of such tramways or any part thereof the promoters may [subject to such conditions and in accordance in all respects with such regulations as the road authority may from time to time make] (*b*) construct in the same or any adjacent road and [with the like consent, subject to the like conditions and in accordance with the like regulations] (*b*) maintain so long as occasion may require a temporary tramway or temporary tramways in lieu of the tramway or part of the tramway so removed or discontinued [subject, in places in which the promoters may not be the sole road authority, to the approval of the road authority and to such regulations as that authority may make] (*c*).

Application of road materials excavated in construction of works.

17. Any paving, metalling or material excavated by the promoters in the construction of the tramways from any road under the jurisdiction or control of any road authority [other than the promoters] (*d*) may be applied by the promoters so far as may be necessary in or towards the re-instating of the road and the maintenance for six months after completion of any of the tramways within the district of such road authority of so much of the roadway on either side of such tramways as the promoters are

(*a*) Substitute "promoters" where the promoters are a road authority.

(*b*) Insert these words where the promoters are not a road authority.

(*c*) Add these words where the promoters are not the sole road authority.

(*d*) Insert where the promoters are a road authority, but not the sole road authority. A provision, which, however, is unnecessary, may be added to the effect that the material on roads which are within the jurisdiction of the promoters as road authority shall vest in them. Where the promoters are not a road authority, a provision may be inserted limiting the time within which the promoters must remove the material which has vested in them on the failure of the road authority to remove it.

by this Order required to maintain, and the promoters shall, if so required, deliver the surplus paving, metalling or material not used or required to be retained for the purposes aforesaid to the surveyor of such road authority, or to such person as he may appoint to receive the same, at such place as he may direct. Provided that if within seven days after the setting aside of the surplus arising from the excavation of any such paving, metalling or material, and notice duly given, such surplus is not removed by such surveyor or by some other person named by him for that purpose, such surplus paving, metalling or material shall absolutely vest in and belong to the promoters, and may be dealt with, removed and disposed of by them in such manner as they may think fit. Any difference between the promoters and any road authority or surveyor or other person, with reference to any of the matters aforesaid, shall be settled by a referee to be nominated by the Board of Trade on the application of either party.

Tramways not to be opened until certified by Board of Trade.

18. The tramways shall not be opened for public traffic until the same have been inspected and certified to be fit for such traffic by the Board of Trade (*e*).

Motive Power.

Provisions as to motive power.

19. The carriages used on the tramways may be moved by animal power or, subject to the following provisions, by mechanical power (that is to say):—

(1) The mechanical power shall not be used except with the consent of and according to a system approved by the Board of Trade:

(2) The Board of Trade shall make regulations (in this Order referred to as "the Board of Trade regulations") for securing to the public all reasonable protection against

(*e*) The Attorney-General may obtain an injunction where a tramway has been opened without being certified: *Att.-Gen.* v. *Southall, Ealing, &c. Co.* (1874), Times Newspaper, July 10; see also *Devonport Corporation* v. *Plymouth, Devonport and District Tramways Co.* (1884), 52 L. T. 161. Rule XXV. of the Rules under the Tramways Act, 1870, requires the promoters to give the Board of Trade at least fourteen days' notice in writing of their intention to open any tramway or portion of tramway. Certain documents must accompany the notice, and provision is made for inspection and a certificate is to be granted by the Board of Trade before the tramway is opened for public traffic.

danger arising from the use under this Order of mechanical power on the tramways and for regulating the use of electrical power (*f*):

(3) The promoters or any company or person using any mechanical power on the tramways contrary to the provisions of this Order or of the Board of Trade regulations shall for every such offence be liable to a penalty not exceeding ten pounds, and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which such offence is continued after conviction thereof:

(4) The Board of Trade if they are of opinion—

(a) that the promoters or such company or person have or has made default in complying with the provisions of this Order or of the Board of Trade regulations, whether a penalty in respect of such non-compliance has or has not been recovered; or

(b) that the use of mechanical power as authorised under this Order is a danger to the passengers or the public;

may by order either direct the promoters or such company or person to cease to use such mechanical power or permit the same to be continued only subject to such conditions as the Board of Trade may impose, and the promoters or such company or person shall comply with every such order. In every such case the Board of Trade shall make a special report to Parliament notifying the making of such order (*g*).

Mechanical power works.

20. For the purpose of working any of the tramways by mechanical power, the promoters [and their lessees] (*h*), subject to the

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(*f*) These various regulations are printed in a Model Form issued by the Board of Trade.

(*g*) There may be added, where the promoters are not a local authority, "provided that save under exceptional and temporary circumstances animal or steam power shall not be used on the tramways except with the consent of the local authority," *or,* where several local authorities are concerned, "with the consent of the majority of the local authorities within whose districts it is proposed to use such power."

(*h*) Omit these words where the promoters are not a local authority and have no power to lease.

provisions of this Order [(and as to the lessees, subject to the terms of their lease)] (*h*), may—

(a) construct, provide, maintain and use on any lands [appropriated or] (*i*) acquired under the powers of this Order, stations for generating electrical power, with all necessary or proper machinery, dynamos, engines, buildings, works and conveniences;

(b) [subject to the reasonable approval of the local and road authority and to such reasonable terms and conditions as those authorities may impose, and subject to the approval of the local authority as to the design of works] (*k*), place, construct, erect, lay down, make and maintain on, in, under or over the surface of any street or road, posts, electric mains, wires, apparatus, subways, tunnels, cables, tubes and openings;

(c) with the consent of the owners and occupiers of any houses or buildings, affix to such houses or buildings or maintain brackets, wires and apparatus.

Mechanical power works to be subject to Tramways Act, 1870.

21. All works to be executed by the promoters [or their lessees] (*h*), in any street or road for working the tramways by mechanical power in pursuance of the powers of this Order, shall be deemed to be works of a tramway, subject in all respects (save as by this Order otherwise expressly provided) to the provisions of the Tramways Act, 1870, as in this Order incorporated, as if they had been therein expressly mentioned.

By-laws.

22. Subject to the provisions of this Order, the Board of Trade may make by-laws with regard to any part of the tramways upon which mechanical power may be used for all or any of the following purposes (that is to say):—

For regulating the use of any bell, whistle, or other warning apparatus fixed to the engine or carriages;

For regulating the emission of smoke or steam from engines used on the tramways;

For providing that engines and carriages shall be brought to a stand at the intersection of cross streets, and at such

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(*h*) See note (*h*), opposite page.

(*i*) Omit these words where the promoters are not a local authority.

(*k*) Insert these words where the promoters are not the local and road authority.

places and in such cases of horses being frightened, or of impending danger, as the Board of Trade may deem proper for securing safety;

For regulating the entrance to, exit from and accommodation in the carriages used on the tramways, and the protection of passengers from the machinery used for propelling such carriages;

For providing for the due publicity of all by-laws and Board of Trade regulations in force for the time being in relation to the tramways, by exhibition of the same in conspicuous places on the carriages and elsewhere.

Any person offending against or committing a breach of any of the by-laws made by the Board of Trade under the authority of this Order, shall be liable to a penalty not exceeding forty shillings.

Amendment of Tramways Act, 1870, as to by-laws by local authority.

23. The provisions of the Tramways Act, 1870, relating to the making of by-laws by the local authority with respect to the rate of speed to be observed in travelling on the tramways, shall not authorise the local authority to make any by-law sanctioning a higher rate of speed than that authorised by the Board of Trade regulations at which engines are to be driven or propelled on the tramways under the authority of this Order; but the by-laws of the local authority may restrict the rate of speed to a lower rate than that so authorised.

Special provisions as to use of electrical power.

24. The following provisions shall apply to the use of electrical power under this Order, unless such power is entirely contained in and carried along with the carriages:—

(1) The promoters shall employ either insulated returns or uninsulated metallic returns of low resistance:

(2) The promoters shall take all reasonable precautions in constructing, placing and maintaining their electric lines and circuits, and other works of all descriptions, and also in working their undertaking so as not injuriously to affect by fusion or electrolytic action any gas or water pipes, or other metallic pipes, structures or substances, or to interfere with the working of any wire, line or apparatus from time to time used for the purpose of transmitting electrical power, or of telegraphic, telephonic or electric signalling communication, or the currents in such wire, line or apparatus;

(3) The electrical power shall be used only in accordance with the Board of Trade regulations, and in such regulations provision shall be made for preventing fusion or injurious electrolytic action of or on gas or water pipes or other metallic pipes, structures or substances, and for minimising as far as is reasonably practicable injurious interference with the electric wires, lines and apparatus of other parties and the currents therein, whether such lines do or do not use the earth as a return:

(4) The promoters shall be deemed to take all reasonable precautions against interference with the working of any wire, line or apparatus, if and so long as they adopt and employ at the option of the promoters either such insulated returns or such uninsulated metallic returns of low resistance, and such other means of preventing injurious interference with the electric wires, lines and apparatus of other parties and the currents therein as may be prescribed by the Board of Trade regulations, and in prescribing such means the Board shall have regard to the expenses involved and to the effect thereof upon the commercial prospects of the undertaking:

(5) At the expiration of two years from the passing of the Act confirming this Order the provisions of this section shall not operate to give any right of action in respect of injurious interference with any electric wire, line, or apparatus, or the currents therein, unless in the construction, erection, maintaining and working of such wire, line and apparatus all reasonable precautions, including the use of an insulated return, have been taken to prevent injurious interference therewith, and with the currents therein, by or from other electric currents:

(6) If any difference arises between the promoters and any other party with respect to anything hereinbefore in this section contained, such difference shall, unless the parties otherwise agree, be determined by the Board of Trade, or at the option of the Board by an arbitrator to be appointed by the Board, and the costs of such determination shall be in the discretion of the Board or of the arbitrator as the case may be:

[(6A) When any department of His Majesty's Government

represents to the Board of Trade that the use of electrical power under this Order injuriously affects, or is likely to injuriously affect, any instruments or apparatus, whether electrical or not, used in any observatory or laboratory belonging to or under the control of that department, the Board of Trade, after such inspection or inquiry as they may think proper, may by their special regulations require the promoters to use such reasonable and proper precautions, including insulated returns, as the Board of Trade may deem necessary for the prevention of such injurious affection. For the purposes of this sub-section any inspector of the Board of Trade may, during his inspection of the promoters' works and apparatus, be accompanied by any person or persons appointed in that behalf by the Government department concerned, and the promoters shall give all due facilities for the inspection. Provided that in the case of any observatory or laboratory established after the commencement of this Order, or of any instruments or apparatus hereafter used in any existing observatory or laboratory which may be of greater delicacy than those used therein at the commencement of this Order, the Board of Trade shall consider to what extent, if any, it is expedient in the interests of the public that the powers of this sub-section should be exercised, regard being had to the site of the observatory or laboratory or the purposes of the instruments or apparatus as the case may be (*l*):]

(7) The expression "the promoters" in this section shall include [their lessees and (*m*)] any person owning, working or running carriages over any tramways of the promoters.

For protection of Postmaster-General.

25.—(a) Notwithstanding anything in this Order or in the Order of 1901 contained, if any of the works by this Order authorised involves, or is likely to involve, any alteration of any

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(*l*) This clause will be added where the Board of Trade think it necessary.

(*m*) Omit where the promoters are not a local authority and have no power of leasing.

telegraphic line belonging to or used by His Majesty's Postmaster-General, the provisions of sect. 7 of the Telegraph Act, 1878 (*n*), shall apply (instead of the provisions of sect. 30 of the Tramways Act, 1870) to any such alteration.

(b) In the event of the tramways or any part thereof being worked by electricity, the following provisions shall have effect:—

(1) The promoters shall construct their electric lines and other works of all descriptions, and shall work the undertaking in all respects with due regard to the telegraphic lines from time to time used or intended to be used by the Postmaster-General and the currents in such telegraphic lines, and shall use every reasonable means in the construction of their electric lines and other works of all descriptions and the working of their undertaking to prevent injurious affection, whether by induction or otherwise, to such telegraphic lines or the currents therein. Any difference which arises between the Postmaster-General and the promoters as to compliance with this sub-section shall be determined by arbitration:

(2) If any telegraphic line of the Postmaster-General is injuriously affected by the construction by the promoters of their electric lines and works, or by the working of their undertaking, the promoters shall pay the expense of all such alterations in the telegraphic lines of the Postmaster-General as may be necessary to remedy such injurious affection:

(3) Before any electric line is laid down, or any act or work for working the tramways by electricity is done within ten yards of any part of a telegraphic line of the Postmaster-General (other than repairs), the promoters or their agents, not more than twenty-eight nor less than fourteen days before commencing the work, shall give written notice to the Postmaster-General specifying the course of the line and the nature of the work, including the gauge of any wire, and the promoters and their agents shall conform with such reasonable requirements

(*n*) 41 & 42 Vict. c. 76, s. 7, provides for the giving of notice to the Postmaster-General, and enables the Postmaster-General, if he thinks fit, to carry out the alterations himself.

(either general or special) as may from time to time be made by the Postmaster-General for the purpose of preventing any telegraphic line of the Postmaster-General from being injuriously affected by the said act or work. Any difference which arises between the Postmaster-General and the promoters or their agents with respect to any requirements so made shall be determined by arbitration:

(4) If any telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the promoters is injuriously affected, and he is of opinion that such injurious affection is or may be due to the construction of the works of the promoters or to the working of their undertaking, the engineer-in-chief of the Post Office, or any person appointed in writing by him, may at all times when electrical energy is being generated by the promoters enter any of the works of the promoters for the purpose of inspecting the plant of the promoters and the working of the same, and the promoters shall, in the presence of such engineer-in-chief, or such appointed person as aforesaid, make any electrical tests required by the Postmaster-General, and shall produce for the inspection of the Postmaster-General the records kept by the promoters pursuant to the Board of Trade regulations:

(5) In the event of any contravention of or wilful non-compliance with this section by the promoters or their agents, the promoters shall be liable to a fine not exceeding £10 for every day during which such contravention or non-compliance continues, or if the telegraphic communication is wilfully interrupted, not exceeding £50 for every day on which such interruption continues:

(6) Provided that nothing in this section shall subject the promoters or their agents to a fine under this section if they satisfy the Court having cognizance of the case that the immediate doing of any act or the execution of any work in respect of which the penalty is claimed was required to avoid an accident, or otherwise was a work of emergency, and that they forthwith served on the postmaster or sub-postmaster of the postal telegraph

office nearest to the place where the act or work was done a notice of the execution thereof stating the reason for doing or executing the same without previous notice:

(7) For the purposes of this section a telegraph line of the Postmaster-General shall be deemed to be injuriously affected by an act or work if telegraphic communication by means of such line is, whether through induction or otherwise, in any manner affected by such act or work, or by any use made of such work:

(8) For the purposes of this section and subject as therein provided, sects. 2, 10, 11 and 12 of the Telegraph Act, 1878, shall be deemed to be incorporated with this order (*o*):

(9) The expression "electric line" has the same meaning in this section as in the Electric Lighting Act, 1882 (*p*):

(10) Any question or difference arising under this section which is directed to be determined by arbitration shall be determined by an arbitrator appointed by the Board of Trade, on the application of either party, whose decision shall be final, and sects. 30 to 32, both inclusive, of the Regulation of Railways Act, 1868 (*q*), shall apply in like manner as if the promoters or their agents were a company within the meaning of that Act:

(11) Nothing in this section contained shall be held to deprive the Postmaster-General of any existing right to proceed against the promoters by indictment, action or otherwise in relation to any of the matters aforesaid:

(*o*) Sect. 2 is a definition section, sects. 10 and 11 provide for the prosecution of offences and the recovery of money by the Postmaster-General, and sect. 12 deals with the authentication, service, &c. of documents.

(*p*) 45 & 46 Vict. c. 56. The definition is (sect. 32):—"A wire or wires, conductor or other means used for the purpose of conveying, transmitting or distributing electricity, with any casing, coating, covering, tube, pipe or insulator enclosing, surrounding or supporting the same, or any part thereof, or any apparatus connected therewith for the purpose of conveying, transmitting or distributing electricity or electric currents."

(*q*) 31 & 32 Vict. c. 119. Sects. 30—32 provide for the appointment and remuneration of the arbitrator, and apply Railway Companies Arbitration Act, 1859 (22 & 23 Vict. c. 59), ss. 18—29, which deal with the conduct of arbitrations.

(12) In this section the expression "the promoters" includes [their lessees and] (*r*) any person owning, working or running carriages over any tramways of the promoters or any part thereof.

Traffic upon Tramways.

Traffic upon tramways.

26. The tramways may be used for the purpose of conveying passengers, animals, goods, minerals and parcels.

[Promoters' lessees] (*s*) not bound to carry animals, goods, &c.

27. The [promoters' lessees] (*s*) shall not be bound to carry, unless they think fit, any animals, goods, minerals or parcels, other than passengers' luggage not exceeding twenty-eight pounds in weight.

Provisions as to carriage of animals, goods, &c.

28. In case the [promoters' lessees] (*s*) carry animals, goods, minerals or parcels, they may, and when required by the [*corporation*] (*t*) shall, carry the same in separate carriages, or separate parts of carriages, set apart for that purpose: Provided that this provision shall not apply to the carriage of passengers' luggage not exceeding twenty-eight pounds in weight.

[Where animals and goods are not to be carried, substitute for the last three sections:—

[Promoters' lessees] (*s*) not to carry animals or goods.

28A. The [promoters' lessees] (*s*) shall not carry on the tramways any goods, animals, or other things, other than passengers and passengers' luggage, not exceeding twenty-eight pounds in weight, and small parcels.]

Promoters to run regular daily service of cars.

[28B.—(1) The promoters shall run over the entire system of tramways by this Order authorised a sufficient and regular daily service of cars.

(2) Any matter in difference between the local authorities or any of them and the promoters as to the sufficiency of the service upon the system, or any part of the system, shall from time to time be referred to the arbitration of a person nominated by the Board of Trade, and the provisions of this Order as to arbitration shall apply accordingly.

(*r*) Omit where the promoters are not a local authority and have no power to lease.

(*s*) Where the promoters are not a local authority, or are a local authority with power to work the tramways, substitute "promoters."

(*t*) Where the promoters are not a local authority substitute "local authority."

(3) The promoters shall be liable to a penalty of five pounds for every day during which they fail to give effect to any decision of a referee under this section, and such penalty may be recovered as by this Order provided by any local authority interested (*u*).]

Local authorities and road authorities may use tramways for certain purposes.

28c. [A section may be inserted here, if desired, similar to sect. 53 of the Model Order, *ante*, p. 822, giving local and road authorities power to use the tramways for sanitary purposes, and to make the necessary junctions. If the promoters are a local authority, the junctions alone and not the user need to be provided for.]

Rates.

[Throughout this portion of the Order "promoters" must be substituted for "promoters' lessees," where the promoters are not a local authority or are a local authority with power to work the tramways.]

Passengers' fares.

29. The [promoters' lessees] may demand and take for every passenger travelling upon the tramways, or any part thereof, including every expense incidental to such conveyance, any rates or charges not exceeding *one penny* per mile (and for this purpose a fraction of a mile beyond an integral number of miles shall be deemed a mile), but in no case shall the promoters' lessees be bound to charge a less sum than *twopence* (*x*).

As to fares on Sundays and holidays.

30. The promoters or any person working or using the tramways shall not take or demand on Sunday or any public or local holiday any higher rates or charges than those levied by them on ordinary week days.

Passengers' luggage.

31. Every passenger travelling upon the tramways may take with him his personal luggage not exceeding twenty-eight pounds in weight without any charge being made for the carriage thereof. Provided that all such personal luggage be carried by hand and at the responsibility of the passenger, and do not occupy any part of a seat nor be of a form or description to annoy or inconvenience other passengers.

Cheap fares for labouring classes.

32.—(1) The [promoters' lessees] at all times after the opening of the tramways for public traffic shall and they are hereby required to run a proper and sufficient service of carriages for artisans, mechanics, and daily labourers each way every morning

(*u*) This provision may be usefully inserted where the promoters are not a local authority.

(*x*) The amounts in italics are the amounts usually authorised.

and every evening (Sundays, Christmas Day, Good Friday, and public holidays always excepted) at such hours not being later than eight in the morning or earlier than five in the evening respectively as may be most convenient for such workmen going to and returning from their work, at fares not exceeding one half-penny for every mile or fraction of that distance. On Saturdays the [promoters' lessees], in lieu of running such carriages after five o'clock in the evening, shall run the same at such hours between noon and two o'clock in the afternoon as may be most convenient for the said purposes.

(2) If complaint is made to the Board of Trade that such proper and sufficient service is not provided, the Board, after considering the circumstances of the locality, may by order direct the [promoters' lessees] to provide such service as may appear to the Board to be reasonable.

(3) The [promoters' lessees] shall be liable to a penalty not exceeding five pounds for every day during which they fail to comply with any order under this section.

Rates and charges for animals, goods, &c.

33. The [promoters' lessees] may demand and take in respect of any animals, goods, minerals, or parcels conveyed by them on the tramways, including every expense incidental to such conveyance, any rates or charges not exceeding the rates and charges specified in the schedule to this Order annexed, subject to the regulations in that behalf therein contained.

Payment of rates.

34. The rates and charges by this Order authorised shall be paid to such persons and at such places upon or near to the tramways and in such manner and under such regulations as the [promoters' lessees] may by notice to be annexed to the list of rates and charges appoint.

Periodical revision of rates and charges.

35. If at any time after three years from the opening for public traffic of the tramways, or any portion thereof, or after three years from the date of any order made in pursuance of this section in respect of the tramways, or any portion thereof, it is represented in writing to the Board of Trade [by the promoters or by their lessees, or by twenty inhabitant ratepayers of the borough] (*y*) that under the circumstances then existing all or

(*y*) Where the promoters are not a local authority substitute "by the local authority of any district in which the tramways or such portion are or is wholly or partially situate, or by twenty inhabitant ratepayers of the district, or by the promoters."

any of the rates and charges demanded and taken in respect of the traffic on the tramways, or on such portion, should be revised, the Board of Trade may (if they think fit) direct an inquiry by a referee to be appointed by the said Board, in accordance with the provisions of the Tramways Act, 1870, and if such referee reports that it has been proved to his satisfaction that all or any of the rates or charges should be revised, the said Board may make an order in writing altering, modifying, reducing, or increasing all or any of the rates and charges to be demanded and taken in respect of the traffic on the tramways, or on such portion of the tramways, in such manner as they think fit, and thenceforth such order shall be observed until the same is revoked or modified by an order of the Board of Trade made in pursuance of this section. Provided always that the rates and charges prescribed by any such order shall not exceed in amount the rates and charges by this Order authorised. Provided also that a copy of this section shall be annexed to every table or list of rates published or exhibited by the promoters [or their lessees].

Miscellaneous.

Power to corporation to work tramways.

36. Notwithstanding anything in the Tramways Act, 1870, to the contrary, the *corporation* may place and run carriages on, and may work and may demand and take rates and charges in respect of the tramways and in respect of the use of such carriages, and may provide such stables, buildings, carriages, trucks, horses, harness, engines, machinery, apparatus, steam, cable, electrical and other plant, appliances and conveniences as may be requisite or expedient for the convenient working or user of the said tramways by animal or mechanical power, and in such case the several provisions in this Order contained relating to the working of the tramways and the taking of rates and charges therefor shall extend and apply, *mutatis mutandis,* to and in relation to the *corporation,* and the *corporation* may work such tramways and demand and recover such rates and charges accordingly, but nothing in this section shall empower the *corporation* to construct any station for generating electrical power nor to create or permit a nuisance.

As to purchase of

[36A. Notwithstanding anything in this Order or in the Tramways Act, 1870, contained, the powers of purchase given by

undertaking by local authorities.

sect. 43 of that Act shall not be exerciseable by any of the local authorities of the districts through which the tramways shall pass until the expiration of a period of —— years from the date of this Order. The period of twenty-one years in the said section mentioned shall in respect of the undertaking be deemed to be the period of —— years from the said date, and the periods of seven years in the said section mentioned shall be deemed to be periods of seven years subsequent to such period of —— years (*z*).]

Regulations.

37. The regulations authorised by the Tramways Act, 1870, to be made by the promoters of any tramway and their lessees may, with respect to any tramways or portions of tramways for the time being, belonging to and worked by the *corporation*, be made by the *corporation* alone.

Working agreements.

38. The promoters may, with the consent of the Board of Trade, from time to time, but subject to the provisions of this Order—

(1) enter into and fulfil contracts and agreements with any person or local authority who are authorised to enter into such contracts and agreements and are the owners or lessees of any tramways in the borough or in any adjacent district which can be worked with any of the tramways of the *corporation* with respect to—

(a) the construction of the whole or any part of the tramways by this Order authorised;

(b) the use, maintenance and management by the contracting parties, or any or either of them, of the whole or any part of their respective tramway undertakings;

(c) the interchange, accommodation and forwarding of carriages, passengers, and traffic coming from or destined for the respective undertakings of the contracting parties; and

(d) the fixing, collecting and apportionment of the rates, charges and other receipts arising from such traffic;

(2) confirm any such contracts and agreements which may have

(*z*) To be inserted where the promoters are not a local authority and it is desired to vary the terms of sect. 43 of the Act, as is now usual in tramway orders. Other purchase clauses, embodying the usual terms of purchase, will be found in the Model Order, *ante*, pp. 835 *sqq*.

been entered into before the confirmation of this Order (*a*).

Insert, where the promoters are not a road authority, or not the sole road authority:—

Agreements with road authorities.

39. The promoters and any road authority may, subject to the provisions of this Order and with the consent of the Board of Trade, from time to time enter into any agreements with respect to the construction, maintaining, renewing, repairing and using of the tramways situated within the district of such road authority, and the rails, plates, sleepers and works connected therewith, and the facilitating of the traffic over the same.

Mortgages to include rents and rates.

40. The promoters may include in any mortgage of the local rate made under sect. 20 of the Tramways Act, 1870, the moneys coming to them out of the rents reserved under any lease made under the authority of the Tramways Act, 1870, or this Order, and the rates, charges and sums authorised to be taken or received by them under the provisions of this Order.

Saving as to powers of borrowing on mortgage.

41. Nothing in this Order or in the Tramways Act, 1870, contained shall prevent the promoters borrowing money on the security of mortgages of the undertaking, or shall make the consent or approval of the Board of Trade necessary to the validity or effect of any such mortgage. Provided that every mortgage of the undertaking shall be deemed to comprise all purchase-money which may be paid to the promoters in the event of a compulsory sale of the undertaking, or any part thereof, to the local authority under sect. 43 of the Tramways Act, 1870, as amended by this Order, and that any mortgage granted by the promoters shall not be a charge upon the undertaking, or any part thereof, in the event of the undertaking or such part being purchased by the local authority under the said section as so amended, and that every mortgage deed granted by the promoters shall be endorsed with notice to that effect.

Orders, &c. of Board of Trade.

42. All orders, regulations, and by-laws made, and consents and certificates given, by the Board of Trade under the authority of this Order shall be signed by a secretary or an assistant-secretary of the Board, and when purporting to be so signed the same shall

(*a*) Other forms of this section will be found in sects. 54a, 54b of the Model Order, *ante*, p. 823.

be deemed to be duly made in accordance with the provisions of this Order, and to be orders and regulations within the meaning of the Documentary Evidence Acts, 1868 and 1882 (*b*), and may be proved accordingly.

Recovery of penalties.

43. Any penalty under this Order, or under any by-laws or regulations made under this Order, may be recovered in manner provided by the Summary Jurisdiction Acts (*c*).

Audit of accounts.

44. Sects. 246 and 250 of the Public Health Act, 1875 (*d*), shall apply to the audit of accounts of the receipts and expenditure of the promoters and their officers with respect to the tramways as if such accounts related to receipts and expenditure under that Act.

Protection of local authority.

45. Sect. 265 (protection of local authority and their officers from personal liability) of the Public Health Act, 1875, is hereby incorporated with this Order, and in construing that section for the purposes of this Order the expression "this Act" where used in that section shall mean this Order (*e*).

Power to hold patents.

46. The promoters may, subject to the provisions of this Order (but only for the purposes of the undertaking, and not so as to acquire any exclusive right therein), acquire, hold, and use any patent or other rights and any licences to use patent rights relating to the construction or working of tramways or carriages used thereon.

Form and delivery of notices.

47. With respect to notices and to the delivery thereof by or to the promoters, the following provisions shall have effect (that is to say):—

(1) Every notice, consent or approval shall be in writing, and if given by the promoters, or by any local or road autho-

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(*b*) 31 & 32 Vict. c. 37 and 45 & 46 Vict. c. 9.

(*c*) In Scots Orders substitute Summary Jurisdiction (Scotland) Acts (contrast the terms of sect. 56 of the Act). These Acts are Summary Jurisdiction (Scotland) Acts, 1864 and 1881 (27 & 28 Vict. c. 53 and 44 & 45 Vict. c. 33), and any amending Acts (by Interpretation Act, 1889 (52 & 53 Vict. c. 63), s. 13 (8)).

(*d*) 38 & 39 Vict. c. 55. Substitute sect. 247 for sect. 246 where the promoters are an urban district council who are not the council of a borough. The audit of the accounts of rural district councils, parish councils and parish meetings is provided for by Local Government Act, 1894 (56 & 57 Vict. c. 73), s. 58.

Omit in Scots Orders.

(*e*) Omit this section in Scots Orders.

rity or company, shall be signed by their clerk or secretary (*f*):

(2) Notices and other documents required or authorised to be served under this Order may be served in the same manner as notices under the Public Health Act, 1875 (*g*), are by sect. 267 of that Act authorised to be served. Provided that in the case of any local authority or company any such notice or other document shall be delivered or sent by post in a prepaid letter addressed to the clerk to the local authority at his office, or to the secretary of the company at their registered or principal office.

Provisions as to arbitration.

48. Where under the provisions of the Tramways Act, 1870, and this Order, any matter in difference is referred to the arbitration of any person nominated by the Board of Trade (*h*), the provisions of the Arbitration Act, 1889, shall apply to every such arbitration, and the decision of the arbitrator shall be final and conclusive and binding on all parties, and the costs of and incidental to the arbitration and award shall, if either party so require, be taxed and settled as between the parties by any one of the taxing masters of the High Court, and such fees may be taken in respect of the taxation as may be fixed in pursuance of the enactments relating to the fees to be demanded and taken in the offices of such masters, and all those enactments, including the enactments relating to the taking of fees by means of stamps, shall extend to the fees in respect of the said taxation.

[In Scots Orders substitute the following:—

48A.—(1) Where under the provisions of the Tramways Act, 1870, or this Order, any question is to be referred to or deter-

(*f*) Where the promoters are a company read "secretary or clerk."

(*g*) 38 & 39 Vict. c. 55.

In Scots Orders substitute for sect. 47 (2) the following:—Any notice to be delivered by or to the promoters to or by any body or any company or corporation may be delivered by being left at the principal office of such body, company or corporation, or at the office of the [clerk to the] promoters, as the case may be, or by being sent by post in a registered letter addressed to their respective clerk or secretary at their principal office, or to the clerk [secretary] to the said promoters.

(*h*) See sects. 30 and 33 of the Act, and sects. 17, 24 and 28b of this Order.

mined by arbitration, that question shall, unless otherwise agreed, be referred to the Board of Trade, or, if the Board of Trade think fit, to an engineer or other fit person appointed as arbiter by the Board.

(2) The Board of Trade Arbitrations, &c. Act, 1874 (*i*), shall apply with reference to the determination by the Board of any such question, or of any other matter under this Order, and to the appointment of an arbiter, as if this Order were a special Act within the meaning of sect. 4 of that Act.

(3) The costs of and incidental to any such arbitration and award shall be paid as directed by the arbiter, and shall, if either party so requires, be taxed and settled as between the parties by the auditor of the Court of Session in Scotland.]

Saving for general Acts.

49. Nothing in this Order contained shall exempt the promoters or any person using the tramways from the provisions of any general Act relating to tramways passed before or after the commencement of this Order, or from any future revision or alteration under the authority of Parliament of the maximum rates of rates and charges authorised by this Order.

SCHEDULE.

Maximum Rates and Charges for Animals, Goods, &c.

	Per Mile. s.	d.
Animals.		
For every horse, mule or other beast of draught or burden per head	0	4
For every ox, cow, bull or head of cattle	0	3
For every calf, pig, sheep or other small animal	0	1½
Goods and Minerals.		
For all coals, coke, culm, charcoal, cannel, limestone, chalk, lime, salt, sand, fireclay, cinders, dung, night soil, town refuse, compost and all sorts of manure and all undressed materials for the repair of public roads or highways .....per ton	0	2
For all iron, iron-ore, pig-iron, bar-iron, rod-iron, sheet-iron, hoop-iron, plates of iron, slabs, billets and rolled iron, bricks, slag and stone, stones for building, pitching		

(*i*) 37 & 38 Vict. c. 40.

	Per Mile. s.	d.
and paving tiles, slates and clay (except fireclay) and for wrought iron not otherwise specifically classed herein, and for heavy iron castings, including railway chairs ... per ton	0	2½
For all sugar, grain, corn, flour, hides, dye, woods, earthenware, timber, staves, deals and metals (except iron), nails, anvils, vices and chains, and for light iron castings per ton	0	3
For cotton, wools, drugs and manufactured goods, and all other wares, merchandise, fish, articles, matters or things not otherwise specially classed herein .....per ton	0	4
For every carriage of whatever description	1	0

Small Parcels.	Any Distance. s.	d.
For any parcel not exceeding 7 lbs. in weight	0	3
For any parcel exceeding 7 lbs. and not exceeding 14 lbs. in weight	0	5
For any parcel exceeding 14 lbs. and not exceeding 28 lbs. in weight	0	7
For any parcel exceeding 28 lbs. and not exceeding 56 lbs. in weight	0	9
For any parcel exceeding 56 lbs. in weight but not exceeding 500 lbs. in weight, such sum as the person conveying the same may think fit:		

Provided always that articles sent in large aggregate quantities, although made up in separate parcels, such as bags of sugar, coffee, meal and the like, shall not be deemed small parcels, but that term shall apply only to single parcels in separate packages.

For the Carriage of single Articles of great Weight.

	Per Mile. s.	d.
For the carriage of any iron boiler, cylinder or single piece of machinery, or single piece of timber or stone, or other single article the weight of which, including the carriage, exceeds four tons but does not exceed eight tons, such sum as the person conveying the same may think fit, not exceeding per ton	2	0
For the carriage of any single piece of timber, stone, machinery, or other single article the weight of which with the carriage exceeds eight tons, such sum as the person conveying the same may think fit.		

Regulations as to Rates.

For articles or animals conveyed on the tramways for a less distance than a mile, rates and charges as for one mile may be demanded.

A fraction of a mile beyond an integral number of miles shall be deemed a mile.

For a fraction of a ton, rates and charges may be demanded and taken according to the number of the quarters of a ton in such fraction, and if there be a fraction of a quarter of a ton, such fraction shall be deemed a quarter of a ton.

With respect to all articles except stone and timber, the weight shall be determined according to Imperial avoirdupois weight.

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity.

This schedule is very similar to the schedule to the Model Order, *ante*, p. 848. It will be observed that this schedule does not relieve the promoters from the obligation to carry single articles of great weight, or provide for charges for loading and unloading. A rate for bicycles and tricycles may be added, if desired.

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